



**Tuesday, May 18, 2021
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2021-391** Approve the minutes for the May 3 and 4, 2021 meetings of the City Council.
2. **2021-387** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
3. **2021-397** Adopt an Ordinance for the petition filed by Kenneth Cooley, Owner, to change the zoning classification for certain properties located at 334, 336, 338, and 340 N 25th Avenue (Parcel 2-028J-08-165.00, PPIN 26581, Parcel 2-028J-08-166.00, PPIN 26582, Parcel 2-028J-08-167.00, PPIN 26583, and Parcel 2-028J-08-168.00, PPIN 26584, Ward 4) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District. The Planning Commission recommended to Deny on May 5, 2021.
4. **2021-398** Approve or Deny a petition filed by Alexandria Flowers and April Warnsley, Applicants, and Kenneth Cooley, Owner, to request a Conditional Use as “Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 340 N 25th Avenue (Parcel 2-028J-08-168.00, PPIN 26584; Ward 4). The Planning Commission recommended to Approve on May 10, 2021 in a Special Called meeting.
5. **2021-399** Approve or Deny a petition filed by Munn Enterprises, Inc., Representative, and NSD Holding, LLC, Owner, to request a variance from Section 10, Table 10.6-2 “Sign Message Area” for Pole Signs, “For B-5- 2 square feet sign message area/1’ street frontage up to 400 square feet” and instead allow for a maximum message area square footage of four hundred sixty-eight (468) square feet, for a variance of sixty-eight (68) square feet for proposed signage located 4700 Hardy Street (Parcel 051Q-12-029.000, PPIN 18266, Ward 3). The Board of Adjustment recommended to Deny on May 5, 2021.

6. **2021-408** Adopt a Resolution authorizing the Mayor to execute those documents and agreements required in connection Phase 2 Water Improvements at Plant 1 with the application for the Drinking Water Systems Improvements Revolving Loan Fund Program through the Local Governments and Rural Water System Improvements Board and naming Toby Barker, Mayor, as the authorized representative for the City of Hattiesburg.
7. **2021-414** Approve advertising sponsorship for the 2021 Juneteenth Celebration, in accordance with Mississippi 17-3-1, in the amount of \$3000.00 and authorize issuance of manual check for the same.
8. **2021-416** Approve and Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams, for the Management Operation of the City of Hattiesburg Summer Aquatic Program.
9. **2021-409** Approve Change Order No. 1 with Colom Construction Co. Inc. for the South 28th Avenue Bridge Replacement Project increasing the contract amount by \$37,148.73 for a contract total of \$582,518.33 and authorize mayor to execute said Change Order; Acknowledge receipt of closing documents; Authorize payment of final pay application; Authorize Final Acceptance of project.
10. **2021-389** Approve Lighting Agreement with Mississippi Power Company for additional lighting at Hall/Walnut Street areas with a monthly increase of \$86.15, and authorize Mayor to execute the same.
11. **2021-410** Approve grant agreement with the Federal Aviation Administration for an Airports Coronavirus Response Grant in the amount of \$13,000.00 and Authorize the Mayor to execute said grant through electronic grant system.
12. **2021-403** Acknowledge bids received April 29, 2021 for the Quinn Street Speed Tables & Sidewalk Project and accept the bid of Gulf South Construction in the amount of \$172,800.00; Authorize Mayor to execute contracts when prepared.
13. **2021-406** Acknowledge receipt of closing documents for the Duncan Lake Trail Extension Project; Authorize payment of final pay application; Approve final acceptance of project.
14. **2021-405** Acknowledge receipt of a Permanent Sewer Easement from Pearl River Junior College District for a portion of Tax Parcels No. 2-041B-27-004.00, 2-041B-27-005.00 & 2-038O-22-005.00 and more fully described in the attached deed.
15. **2021-393** Ratification of a submitted grant application to the Bloomberg Philanthropies Asphalt Art Initiative grant program in the amount of \$25,000.00 to fund the placement of driveway and parking lot murals at the Hattiesburg Community Arts Center, and crosswalk murals at the intersection of Jackson, Main, and McLeod Streets.

16. **2021-394** Ratification of submitted grant application to the Mississippi Department of Transportation (MDOT) Multimodal Transportation Improvement Program in the amount of \$100,000, to fund the purchase of a replacement bus for Hub City Transit.

ROUTINE AGENDA

1. **2021-396** Acknowledge receipt of Privilege Tax License monthly report for April 2021.
2. **2021-395** Acknowledge Proof of Publications for the month of April 2021.
3. **2021-388** Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendment to the FY 2021-2024 Transportation Improvement Plan (TIP)-Safety Targets
4. **2021-392** Acknowledge the setting of a public comment period, the setting of one (1) Virtual Public Hearing and one (1) publication providing notification of the same by the Hattiesburg-Petal-Forrest-Lamar MPO for an amendment to the HPFL-MPO Public Participation Plan (PPP).
5. **2021-400** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
6. **2021-401** Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 13-31 Lighting Improvements Project (AIP No. 3-28-0031-0029-2021) and authorize advertisement for bids for same.
7. **2021-390** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
8. **2021-415** Approve claims docket for the period ending May 14, 2021.

In Memoriam:

- Mr. Gerry Standley
- Mr. Louis Provenza
- Ms. Anna Calhoun
- Ms. Harper Provenza
- Mr. Tony Wilkerson
- Mr. Willie J. Thomas

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, May 18, 2021

Re: Approve the minutes for the May 3 and 4, 2021 meetings of the City Council.
File Number: 2021-391
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the May 18, 2021 City Council meeting for consideration.

Published Agenda



Monday, May 3, 2021	City Council	Jackie Dole Community Center
4:00 PM	Monday Meeting Agenda	220 W. Front Street

Call to Order

Agenda Adjustments

Agenda Review

Citizens' Forum

Work Session

- | | | |
|-----------|-----------------|---|
| 1. | 2021-383 | Review of the City of Hattiesburg Code of Ordinances, presented by City Attorney Randy Pope. |
| 2. | 2021-379 | NLC Service Line Warranty Program - requested by Councilmember Deborah Delgado. |
| 3. | 2021-380 | Broadband deficiencies within the City of Hattiesburg - requested by Councilmember Deborah Delgado. |
| 4. | 2021-376 | Proposed stimulus funding for the City of Hattiesburg - requested by Councilmember Deborah Delgado. |
| 5. | 2021-378 | Paving in Ward 2 and Complete Streets - requested by Councilmember Deborah Delgado. |
| 6. | 2021-377 | Hattiesburg Little League - requested by Councilmember Deborah Delgado. |
| 7. | 2021-381 | The equity in doing business with the City of Hattiesburg - requested by Councilmember Deborah Delgado. |
| 8. | 2021-382 | Drainage Issues - requested by Council Vice President Mary Dryden. |
| 9. | 2021-384 | Youth Summer Programs - requested by Councilmember Nicholas Brown. |

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council** was held at **4:00 p.m. Monday, May 3, 2021**, in the Jackie Dole Community Center Auditorium; same being an adjourned meeting from April 20, 2021.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Agenda Adjustments

THE MATTER OF THE AGENDA ORDER came before the Council.

There were no additions or deletions to the agenda.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

Following discussion of agenda items, Council President Carroll closed the Agenda Review.

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

She stated the procedures and invited members of the public to speak.

There were no citizens present who wished to address the Council.

Council Vice President Dryden closed the Citizen Forum.

Work Session

Council President Carroll proceeded with the Work Session, which included:

- 1. **2021-383** Review of the City of Hattiesburg Code of Ordinances, presented by City Attorney Randy Pope.
- 2. **2021-379** NLC Service Line Warranty Program - requested by Councilmember Deborah Delgado.

 Attachments: NLC Service Line Warranty Program Brochure
 Exhibit A - NLC Service Line Warranty Program COH Term Sheet 3-30-2021
 NLC Line Warranty Program Overview - Benefits to Cities and Residents
 Sample of Service Agreement
- 3. **2021-380** Broadband deficiencies within the City of Hattiesburg - requested by Councilmember Deborah Delgado.
- 4. **2021-376** Proposed stimulus funding for the City of Hattiesburg - requested by Councilmember Deborah Delgado.
- 5. **2021-378** Paving in Ward 2 and Complete Streets - requested by Councilmember Deborah Delgado.
- 6. **2021-377** Hattiesburg Little League - requested by Councilmember Deborah Delgado.
- 7. **2021-381** The equity in doing business with the City of Hattiesburg - requested by Councilmember Deborah Delgado.
- 8. **2021-382** Drainage Issues - requested by Council Vice President Mary Dryden.
- 9. **2021-384** Youth Summer Programs - requested by Councilmember Nicholas Brown.

Meeting Recess

Council President Carroll declared the **meeting recessed at 5:02 p.m., this 3rd day of May, 2021**, by unanimous consent, until the 4th day of May, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

*** Due to impending weather, the City Council meeting scheduled at 5:00 p.m. has moved to 2:30 p.m. in City Hall, Council Chambers, 2nd Floor. The Council Members will be calling into the meeting.**

Published Agenda



**Tuesday, May 4, 2021
2:30 PM**

**City Council
Tuesday Meeting Agenda**

**City Hall, Council Chambers
200 Forrest Street**

**Call to Order
Call to Prayer and Pledge of Allegiance**

Presentation Agenda

POLICY AGENDA

- | | | |
|-----|-----------------|--|
| 1. | 2021-375 | Approve the minutes for the April 19 and 20, 2021 meetings of the City Council. |
| 2. | 2021-365 | Adopt a Resolution finding that there exist 116 graves located within the Riverview Cemetery, identified as Exhibit A, that are abandoned, and that it is to the best interest of the City of Hattiesburg that the municipality assume the maintenance of these plots. |
| 3. | 2021-370 | Approve Lighting Agreement with Mississippi Power for additional street lighting at 1213 N. 32nd Ave for a monthly increase of \$21.22, and authorize the Mayor to execute the same. |
| 4. | 2021-363 | Approve Lighting Agreement with Mississippi Power Company for additional lighting at 711 Montrose Avenue for a monthly increase of \$10.61, and authorize the Mayor to execute the same. |
| 5. | 2021-364 | Approve Lighting Agreement with Mississippi Power Company for additional lighting at 207 S 15th Avenue alley between 15th and 16th Avenues for a monthly increase of \$10.61, and authorize the Mayor to execute the same. |
| 6. | 2021-371 | Approve Lighting Agreement with Mississippi Power Company for additional lighting at 424 Barnes Avenue for a monthly increase of \$10.61, and authorize the Mayor to execute the same. |
| 7. | 2021-372 | Approve Lease Agreement with New Cingular Wireless PCS, LLC for access and co-location for small cell wireless equipment on a city owned traffic pole at the corner of West Pine Street and Timothy Lane at 1410 West Pine Street and authorize the Mayor to execute the same. |
| 8. | 2021-361 | Approve Memorandum of Understanding between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) for the period of January 1, 2021 through December 31, 2021 and authorize the Mayor to execute the same. |
| 9. | 2021-360 | Approval of Release of Lien documents filed in relation to Code Enforcement clean-up assessments and authorize recording of same. |
| 10. | 2021-368 | Acknowledge receipt of four drainage easements granting access to the following Forrest County Tax Parcels for the Natural Resources Conservation Service project at Campbell Loop: Parcel No. 2-025P-36-005.01 (PPIN 35223), Parcel No. 2-025P-36-007.001 (PPIN 42065), Parcel No. 2-025P-36-007.03 (PPIN 45319), Parcel No. 2-025P-36-007.02 (PPIN 44593), and Parcel No. 2-025P-36-006.00 (PPIN 27612) and authorize recording of same. |
| 11. | 2021-369 | Ratification of Amendment No. 3 to Agreement for NRCS Services between City of Hattiesburg and United States Department of Agriculture Natural Resources Conservation Service for the Emergency Watershed Protection Program project at 108 Creekside Manor, Project No. 5289, to increase funding for the project in the amount of \$7,250.00, with \$1,1812.50 of that being City share, and \$5,437.50 being NRCS share. |

ROUTINE AGENDA

- | | | |
|----|-----------------|---|
| 1. | 2021-373 | Acknowledge receipt of request filed by Carol Short, Owner, to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Carol Short to change the roof material to metal at 309 S. 19th Ave. The HHCC Denied on April 14, 2021. Set a public hearing before City Council on June 7, 2021 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing. |
|----|-----------------|---|

- 2. **2021-366** Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972.
- 3. **2021-367** Approve Plans and Specifications for the Country Club Road Reconstruction State Aid Project No. STP-8760-00(005) LPA/108134-701000 and authorize advertisement for bids.
- 4. **2021-362** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 5. **2021-385** Approve the claims docket for the period ending April 30, 2021.

In Memoriam:

- Mr. Leroy Shelton
- Rev. T-Roy Hibbler
- Ms. Katherine Hudson
- Mr. Bobby Ray Sims
- Ms. Katherine “Kate” Gray
- Ms. Ellen Ramp
- Mr. Larry Payne, Sr.
- Mr. Tony Stanley
- Mr. Calvin Johnson
- Ms. Rachel Burnett

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 2:30 p.m. Tuesday, May 4, 2021**, in Council Chambers at City Hall; same being a recessed meeting from May 3, 2021.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1 (via teleconference); Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Mary Dryden, Ward 4 (via teleconference); and Nicholas Brown, Ward 5 (via teleconference). Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

POLICY AGENDA

The POLICY AGENDA came before the Council.

- 1. **2021-375** Approve the minutes for the April 19 and 20, 2021 meetings of the City Council.

Attachments: 4-19-2021 AR Mins.
 4-20-2021 Mins.

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve the minutes for the April 19 and 20, 2021 meetings of the City Council.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll
 (via teleconference) George, Delgado, Dryden and Brown
Nays: 0

- 2. **2021-365** Adopt a Resolution finding that there exist 116 graves located within the Riverview Cemetery, identified as Exhibit A, that are abandoned, and that it is to the best interest of the City of Hattiesburg that the municipality assume the maintenance of these plots.

Attachments: Resolution-Riverview Cemetery Abandoned Plots
Riverview Cemetery-Attachment A-Abandoned Plots

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2021-35) finding that there exist 116 graves located within the Riverview Cemetery, identified as Exhibit A, that are abandoned, and that it is to the best interest of the City of Hattiesburg that the municipality assume the maintenance of these plots.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll
 (via teleconference) George, Delgado, Dryden and Brown
 Nays: 0

- 3. 2021-370** Approve Lighting Agreement with Mississippi Power for additional street lighting at 1213 N. 32nd Ave for a monthly increase of \$21.22, and authorize the Mayor to execute the same.

Attachments: MS Power-1213 N 32nd Ave

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power for additional street lighting at 1213 N. 32nd Ave for a monthly increase of \$21.22, and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll
 (via teleconference) George, Delgado, Dryden and Brown
 Nays: 0

- 4. 2021-363** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 711 Montrose Avenue for a monthly increase of \$10.61, and authorize the Mayor to execute the same.

Attachments: MS Power-711 Montrose Avenue Street Light Authorization

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 711 Montrose Avenue for a monthly increase of \$10.61, and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll
 (via teleconference) George, Delgado, Dryden and Brown
 Nays: 0

- 5. 2021-364** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 207 S 15th Avenue alley between 15th and 16th Avenues for a monthly increase of \$10.61, and authorize the Mayor to execute the same.

Attachments: MS Power-207 S 15th Avenue Alley Street Lighting Authorization

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 207 S 15th Avenue alley between 15th and 16th Avenues for a monthly increase of \$10.61, and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll

(via teleconference) George, Delgado, Dryden and Brown

Nays: 0

6. **2021-371** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 424 Barnes Avenue for a monthly increase of \$10.61, and authorize the Mayor to execute the same.

Attachments: MS Power-424 Barnes Ave Street Light Authorization

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 424 Barnes Avenue for a monthly increase of \$10.61, and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll

(via teleconference) George, Delgado, Dryden and Brown

Nays: 0

7. **2021-372** Approve Lease Agreement with New Cingular Wireless PCS, LLC for access and co-location for small cell wireless equipment on a city owned traffic pole at the corner of West Pine Street and Timothy Lane at 1410 West Pine Street and authorize the Mayor to execute the same.

Attachments: Small Cell - City Pole Agreement - Final - 4-20-2021

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Lease Agreement with New Cingular Wireless PCS, LLC for access and co-location for small cell wireless equipment on a city owned traffic pole at the corner of West Pine Street and Timothy Lane at 1410 West Pine Street and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll

(via teleconference) George, Delgado, Dryden and Brown

Nays: 0

8. **2021-361** Approve Memorandum of Understanding between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) for the period of January 1, 2021 through December 31, 2021 and authorize the Mayor to execute the same.

Attachments: MOU - MBN, HIDTA, & HPD 2021

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Memorandum of Understanding between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) for the period of January 1, 2021 through December 31, 2021 and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll

(via teleconference) George, Delgado, Dryden and Brown

Nays: 0

9. **2021-360** Approve and authorize Mayor to execute Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo and authorize recording of same.

Attachments: Approval of Release of Liens 5 4 2021
1. 3818 Eagle Drive
2. 107 E. 7th Street
3. 800 Arnold Street
4. 800 Arnold Street
5. 1511 East Hardy Street

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve and authorize Mayor to execute Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo and authorize recording of same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll
(via teleconference) George, Delgado, Dryden and Brown
Nays: 0

- 10. 2021-368** Acknowledge receipt of four drainage easements granting access to the following Forrest County Tax Parcels for the Natural Resources Conservation Service project at Campbell Loop: Parcel No. 2-025P-36-005.01 (PPIN 35223), Parcel No. 2-025P-36-007.001 (PPIN 42065), Parcel No. 2-025P-36-007.03 (PPIN 45319), Parcel No. 2-025P-36-007.02 (PPIN 44593), and Parcel No. 2-025P-36-006.00 (PPIN 27612) and authorize recording of same.

Attachments: Drainage Easement - Craft Bros Investments
Drainage Easement - Albright
Drainage Easement - T&C Restaurant Equipment and Amusement
Drainage Easement – Jordan

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Acknowledge receipt of four drainage easements granting access to the following Forrest County Tax Parcels for the Natural Resources Conservation Service project at Campbell Loop: Parcel No. 2-025P-36-005.01 (PPIN 35223), Parcel No. 2-025P-36-007.001 (PPIN 42065), Parcel No. 2-025P-36-007.03 (PPIN 45319), Parcel No. 2-025P-36-007.02 (PPIN 44593), and Parcel No. 2-025P-36-006.00 (PPIN 27612) and authorize recording of same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll
(via teleconference) George, Delgado, Dryden and Brown
Nays: 0

- 11. 2021-369** Ratification of Amendment No. 3 to Agreement for NRCS Services between City of Hattiesburg and United States Department of Agriculture Natural Resources Conservation Service for the Emergency Watershed Protection Program project at 108 Creekside Manor, Project No. 5289, to increase funding for the project in the amount of \$7,250.00, with \$1,1812.50 of that being City share, and \$5,437.50 being NRCS share.

Attachments: Amendment No. 3

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Ratification of Amendment No. 3 to Agreement for NRCS Services between City of Hattiesburg and United States Department of Agriculture Natural Resources Conservation Service for the Emergency Watershed Protection Program project at 108 Creekside Manor, Project No. 5289, to increase funding for the project in the amount of \$7,250.00, with \$1,1812.50 of that being City share, and \$5,437.50 being NRCS share.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll
(via teleconference) George, Delgado, Dryden and Brown
Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to approve the Routine Agenda.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 – Carroll
(via teleconference) George, Delgado, Dryden and Brown
Nays: 0

1. **2021-373** Acknowledge receipt of request filed by Carol Short, Owner, to appeal the Hattiesburg Historic Conservation Commission’s Denial of the petition filed by Carol Short to change the roof material to metal at 309 S. 19th Ave. The HHCC Denied on April 14, 2021. Set a public hearing before City Council on June 7, 2021 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

 Attachments: 309 S 19th Ave - Metal roof - Appeal form
 Public Notice - Public Hearing - 309 S 19th Ave

2. **2021-366** Acknowledge receipt of the two-quote docket for the period of March 29, 2021 through April 25, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.

 Attachments: 20210426084500

3. **2021-367** Approve Plans and Specifications for the Country Club Road Reconstruction State Aid Project No. STP-8760-00(005) LPA/108134-701000 and authorize advertisement for bids.

 Attachments: 1295_Specs_Street Ready_2021-04-22
 Adv. for Bids
 1295_Plans_PS&E Set_2021-03-26

4. **2021-362** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

 Attachments: Memo's (05-04-2021)
 Receipts (05-04-2021)
 Deeds (05-04-2021)

5. **2021-385** Approve the claims docket for the period ending April 30, 2021.

 Attachments: Docket 04.30.21
 docket 04.30.21 totals

In Memoriam:

A MOTION was made by Council President Carroll to Adjourn the meeting in memory of:

- Mr. Leroy Shelton
- Rev. T-Roy Hibbler
- Ms. Katherine Hudson
- Mr. Bobby Ray Sims
- Ms. Katherine “Kate” Gray

- Ms. Ellen Ramp
- Mr. Larry Payne, Sr.
- Mr. Tony Stanley
- Mr. Calvin Johnson
- Ms. Rachel Burnett

Meeting Adjourn

Council President Carroll declared the **meeting recessed at 2:39 p.m., this 4th day of May, 2021**, by unanimous consent, until the 17th day of May, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, May 18, 2021
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

File Number: 2021-387
Minute Book #

Summary

Adopt Resolutions of Condemnation 5 18 2021

Recommendation Statement

I recommend the adoption of resolutions determining that the properties listed in the following attachments are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Please place this on the May 18, 2021 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: May 18, 2021

RE: Adopt Condemnation Resolutions

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	124 Plantation Place Dr.	18329	1	GAR/RUB, VS, US(2)	Cut/Clean, Demo	\$10,000	\$5000
2.	100 Plantation Place Dr.	13011	1	GAR/RUB, VS, US(2)	Cut/Clean, Demo	\$10,000	\$5000
3.	112 Plantation Place Dr.	11943	1	GAR/RUB, US(2), AS, DS	Clean, Close, Secure	\$2000	\$1500
4.	122 Ellis Drive	18522	1	GAR/RUB, US(2), AS	Clean, Close, Secure	\$2000	\$1500
5.	118 Ellis Drive	18514	1	GAR/RUB, US(2), AS	Clean, Close, Secure	\$2000	\$1500
6.	116 Ellis Drive	18510	1	GAR/RUB, US(2), AS	Clean, Close, Secure	\$2000	\$1500

7.	112 Ellis Drive	8773	1	GAR/RUB, US(2), AS	Clean, Close, Secure	\$2000	\$1500
8.	106 Ellis Drive	5478	1	GAR/RUB, US(2), AS, VS	Clean, Close, Secure	\$2000	\$1500
9.	1012 Spencer St.	14378	2	BS, VS, OS, GAR/RUB	Cut/Clean, Demo	\$5,288	\$2,644
10.	140 E. 7 th Street	25849	2	GAR/RUB	Clean, Close, Secure	\$5,500	\$2,750
11.	1105 Cherry Street	13451	2	Hazardous Tree	Cut	\$3000	\$1500

Garbage & Rubbish=GAR/RUB

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Owner Responsibility=OR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case #1 124 Plantation Place Dr

WHEREAS, on the 20th day of April, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

AND the East 87.69 feet of Lot 32, Plantation Place Apartments First Addition, in the City of Hattiesburg, County of Lamar, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Marilyn Taylor, 29248 Black Pine Way, Santa Clarita, CA 91390, Telegraph 14, LLC, Greenpoint Mortgage Funding, Inc., Countrywide Home Loans

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)(2),
Vacant Structure (International Property Maintenance Code 301.3),
Accumulation of Garbage and Rubbish (IPMC 308.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case#2 100 Plantation Place Dr.

WHEREAS, on the 20th day of April, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot 34, Plantation Place Apartments First Addition, in the City of Hattiesburg, County of Lamar, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi.

WHEREAS, the owner of the property is Marilyn Taylor, 29248 Black Pine Way, Santa Clarita, CA 91390, Telegraph 14, LLC, Countrywide Home Loans

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)(2),
Vacant Structure (International Property Maintenance Code 301.3),
Accumulation of Garbage and Rubbish (IPMC 308.1)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case# 3 112 Plantation Place Dr.

WHEREAS, on the 20th day of April, 2021 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot 40, Plantation Place Apartments First Addition, in the City of Hattiesburg, County of Lamar, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi.

WHEREAS, the owner of the property is Marilyn Taylor, 29248 Black Pine Way, Santa Clarita, CA 91390, Telegraph 14, LLC, Countrywide Home Loans

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)(2),
Accumulation of Garbage and Rubbish (IPMC 308.1), Accessory Structure (L.D.C. 2.4.8)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 4 122 Ellis Drive

WHEREAS, on the 20th day of April, 2021 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

122 Ellis Dr. PARCEL: 051A-01-028.000 Hattiesburg, MS, and better described as: Unit No. D-1 Building D in the plan of condominium subdivision known as Plantation Garden Condominiums as the same is recorded in Book 9M at Page 256 and as the same is otherwise created, established and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 18, 1990, and of record in Deed Book 9M at Page 256 in the Land Records of the Chancery Clerk of Lamar County at Purvis, Mississippi, together with an undivided 1/16th interest in and to the common areas of Plantation Garden Condominiums appurtenant to the Unit as such are defined in the aforesaid Plan of Condominiums appurtenant to the Unit as such re defined in the aforesaid Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto; said plan of Plantation Garden Condominiums is thereof on file in the office of Chancery Clerk of Lamar County, Mississippi on Slide A-84; together with all improvements thereon and appurtenances thereto belonging.

WHEREAS, the owner of the property is Marilyn Taylor, 29248 Black Pine Way, Santa Clarita, CA 91390, Telegraph 14 LLC, Parthelon, LLC, Countrywide Home Loans

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)(2),
Accumulation of Garbage and Rubbish (IPMC 308.1),
Accessory Structure (L.D.C. 2.4.8)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 5 118 Ellis Drive

WHEREAS, on the 20th day of April, 2021 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Unit No. B-1 Building B in the plan of condominium subdivision known as Plantation Garden Condominiums as the same is recorded I Book 9M at Page 256 and as the same is otherwise created, established and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 18, 1990, and of record in Deed Book 9M at Page 256 in the Land Records of the Chancery Clerk of Lamar County at Purvis, Mississippi, together with an undivided 1/16th interest in and to the common areas of Plantation Garden Condominiums appurtenant to the Unit as such are defined in the aforesaid Plan of Condominiums and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto; said plan of Plantation Garden Condominiums is a condominium plat of Lots 28, 29, 30 and 31 of Plantation Place Pats. First Addition per plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi on Slide A-84; together with all improvements thereon and appurtenances thereto belonging.

WHEREAS, the owner of the property is Marilyn Taylor, 29248 Black Pine Way, Santa Clarita, CA 91390, Telegraph 14, LLC, Parthelon, LLC, Countrywide Home Loans

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)(2),
Accumulation of Garbage and Rubbish (IPMC 308.1),
Accessory Structure (L.D.C. 2.4.8)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 6 116 Ellis Drive

WHEREAS, on the 20th day of April, 2021 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Unit No. A-1 Building A in the plan of condominium subdivision known as Plantation Garden Condominiums as the same is recorded in Book 9M at Page 256 and as the same is otherwise created, established and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 18, 1990, and of record in Deed Book 9M at Page 256 in the Land Records of the Chancery Clerk of Lamar County at Purvis, Mississippi, together with and undivided 1/16th interest in and to the common areas of Plantation Garden Condominiums appurtenant to the Unit as such are defined in the aforesaid Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto; said plan of Plantation Garden Condominiums is a condominium plat of Lots 28, 29, 30 and 31 of Plantation Place Apts. First Addition per plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi on Slide A-84; together with all improvements thereon and appurtenances thereto belonging.

WHEREAS, the owner of the property is Marilyn Taylor, 29248 Black Pine Way, Santa Clarita, CA 91390, Telegraph 14, LLC, Countrywide Home Loans

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)(2),
Accumulation of Garbage and Rubbish (IPMC 308.1),
Accessory Structure (L.D.C. 2.4.8)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 7 112 Ellis Drive

WHEREAS, on the 20th day of April, 2021 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Parcel #1: A part of Lot 12, Plantation Place Apartments Subdivision, Hattiesburg, Lamar County, Mississippi and more particularly described as follows: Begin at the Southwest Corner of said Lot 12 and run North and along the Westerly boundary of said Lot, 33 feet; thence East 52 feet; thence North 17 feet, thence East 128.19 feet to the Easterly boundary of said Lot 12, thence South and along the said Easterly boundary of Lot 12, 50 feet to the Southeast Corner of said Lot; thence West 180.19 feet to the Point of Beginning, said property containing 0.19 acres, more or less; Parcel #2: A part of Lot 12, Plantation Place Apartments Subdivision, Hattiesburg, Lamar County, Mississippi, and more particularly described as follows: Commence at the Southwest Corner of said Lot 12 and run North along the Westerly boundary of said Lot 33 feet to the Point of Beginning; thence East 52 feet; thence North 17 feet; thence East 128.19 feet to the Easterly boundary of said Lot 12; thence North and along the said East boundary of Lot 12, 50 feet to the Northeast Corner of said Lot; thence West and along the Northerly boundary of said Lot 12, 140.19 feet; thence South 40 feet; thence West 40 feet to the Westerly margin of said Lot 12; thence South and along the said Westerly margin of Lot 12, 27 feet to the Point of Beginning, said property containing 0.19 acres, more or less. Together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Marilyn Taylor, 29248 Black Pine Way, Santa Clarita, CA 91390, Telegraph 14, LLC, Parthelon, LLC, Countrywide Home Loans

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)(2),
Accumulation of Garbage and Rubbish (IPMC 308.1),
Accessory Structure (L.D.C. 2.4.8)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 8 106 Ellis Drive

WHEREAS, on the 20th day of April, 2021 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot 10, Plantation Place Apartments Subdivision, in the City of Hattiesburg, County of Lamar, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Marilyn Taylor, 29248 Black Pine Way, Santa Clarita, CA 91390, Telegraph 14, LLC, Countrywide Home Loans

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)(2),
Vacant Structure (International Property Maintenance Code 301.3),
Accumulation of Garbage and Rubbish (IPMC 308.1), Accessory Structure (L.D.C. 2.4.8)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 9 1012 Spencer Street

WHEREAS, on the 20th day of April, 2021 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

North 50 feet of lot 2, Block 2, I.H.C. Cook's Sub-Division in the City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, the owner of the property is Madeline Naylor, 23 Magnolia Street, Hattiesburg, MS 39402, Annie V. Lloyd, Broderick Hollimon, Willie Boyd Hollimon

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7)(2),
Vacant Structure (International Property Maintenance Code 301.3),
Accumulation of Garbage and Rubbish (IPMC 308.1), Open Storage (L.D.C. 5.4.42)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 10 140 E. 7th Street

WHEREAS, on the 20th day of April, 2021 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

140 E. 7th Street PARCEL: 2-029G-03-322.00 Hattiesburg, MS, and better described as: Receipt #10115 Parcel #2-029G-03-322.00 PPIN #25849. All that pt. NW ¼ lying E. of G&S I RR E & S of Meridian Fert Fact W t Gravel line of no & NERR & N or 7th St. & VC 7th St. S of Sd land & S of Hattiesburg Gin. STR 3-4N-13W Previous # 1H1004-00-002

WHEREAS, the owner of the property is Norma G. Gates, 549 Carnes Road, Wiggins, MS 39577

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Garbage and Rubbish (IPMC 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 11 1105 Cherry Street

WHEREAS, on the 20th day of April, 2021 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 18th day of May, 2021, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

South 55 feet of lots one (1), two (2) and three (3), Block four (4) of the Burkett's Subdivision in the City of Hattiesburg, MS, City of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Curtis Vickers, Jr., 1105 Cherry Street, Hattiesburg, MS 39401

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Hazardous Tree (L.D.C. 9.4.3.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, May 18, 2021

Re: Adopt an Ordinance for the petition filed by Kenneth Cooley, Owner, to change the zoning classification for certain properties located at 334, 336, 338, and 340 N 25th Avenue (Parcel 2-028J-08-165.00, PPIN 26581, Parcel 2-028J-08-166.00, PPIN 26582, Parcel 2-028J-08-167.00, PPIN 26583, and Parcel 2-028J-08-168.00, PPIN 26584, Ward 4) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District. The Planning Commission recommended to Deny on May 5, 2021.
File Number: 2021-397
Minute Book #

Summary

Adopt an Ordinance to Rezone 334, 336, 338, and 340 N 25th Avenue, Ward 4

Recommendation Statement

Adopt an Ordinance to Rezone 334, 336, 338, and 340 N 25th Avenue, Ward 4

Please place this on the May 18, 2021 City Council meeting for consideration.

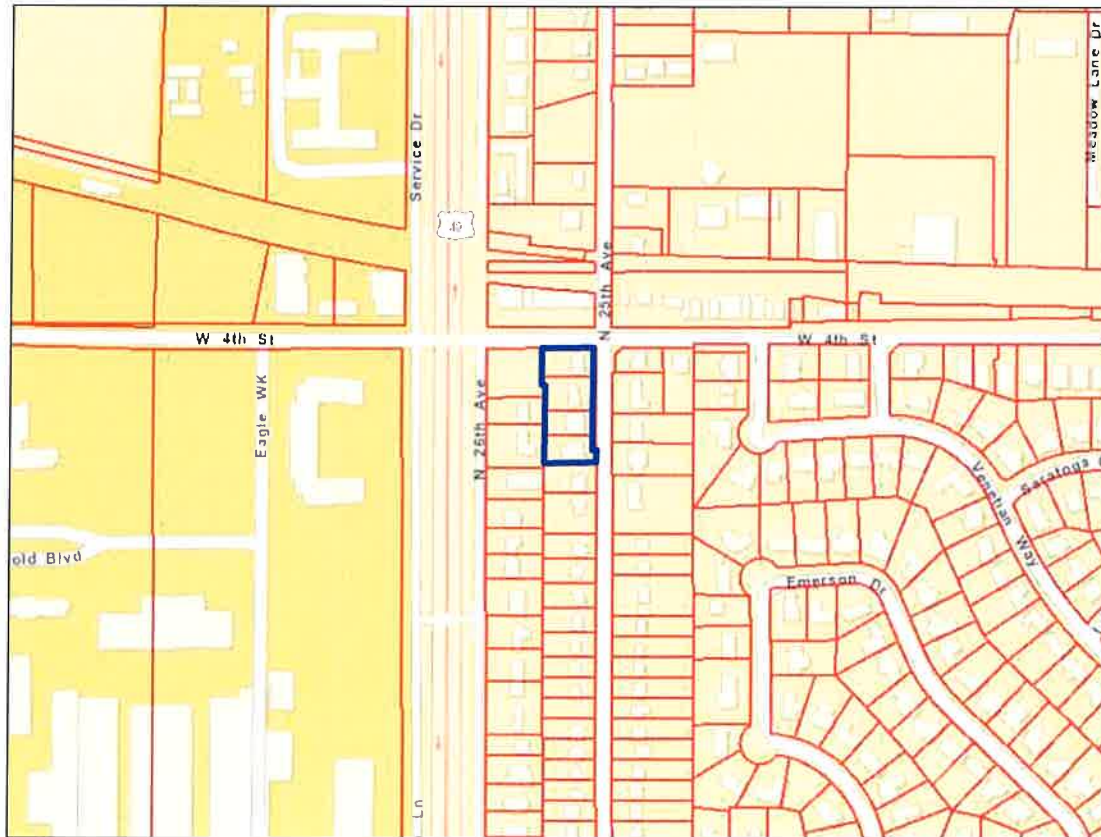
SUBJECT PARCEL: 334,336, 338, 340 N 25th Ave

Kenneth Cooley, Owner

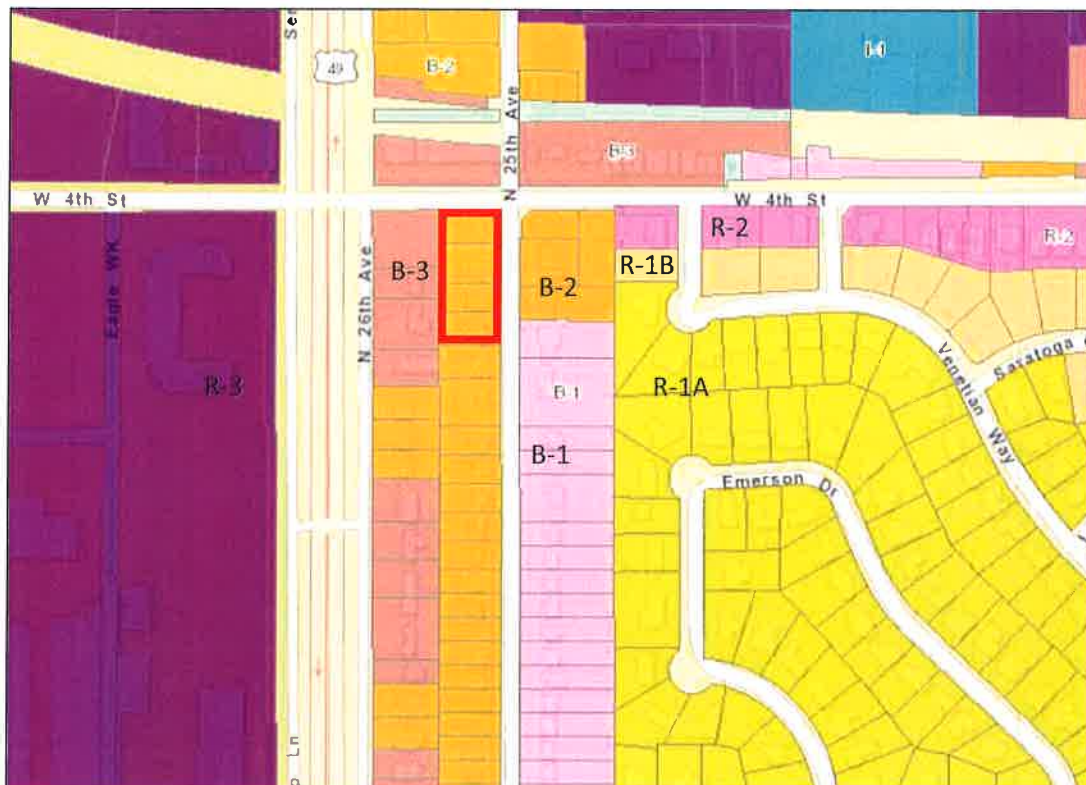
The petitioner requests to change the zoning classification for certain properties located at 334, 336, 338, and 340 N 25th Avenue (Parcel 2-028J-08-165.00, PPIN 26581, Parcel 2-028J-08-166.00, PPIN 26582, Parcel 2-028J-08-167.00, PPIN 26583, and Parcel 2-028J-08-168.00, PPIN 26584, Ward 4) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District.



Vicinity Map—Ward 4



Zoning—B-2



Site Aerial



Vicinity Rezone Request History



Legend

- Rezone request B-2 to B-3 **denied** in 2010
- Rezone request B-2 to B-3 **approved** in 2010

SURROUNDING AREA

Northern Direction: B-3 (Community Business) District/ Restaurant and Bar Use



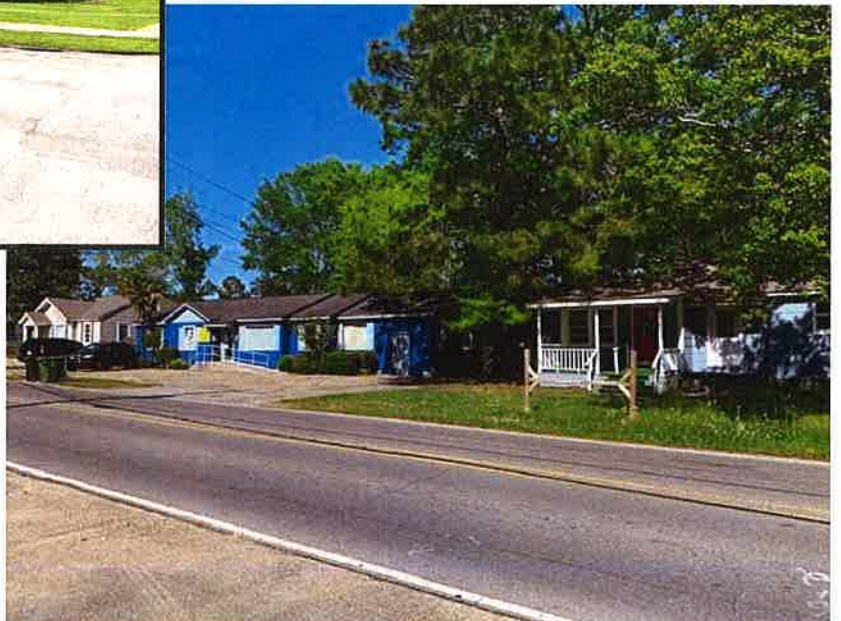
Southern Direction: B-2 (Neighborhood Business)/ Personal Services



Western Direction: B-3 (Community Business)/ Commercial



Eastern Direction: B-2 (Neighborhood Business)/ Professional Offices, Care center, Residential





**Planning Commission
Case Fact Sheet**

Name of Petitioners: Kenneth Cooley, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
334 N 25 th Ave	2-028J-08-165.00	26581	4
336 N 25 th Ave	2-028J-08-166.00	26582	4
338 N 25 th Ave	2-028J-08-167.00	26583	4
340 N 25 th Ave	2-028J-08-168.00	26584	4

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification for certain properties located at 334, 336, 338, and 340 N 25th Avenue (Parcel 2-028J-08-165.00, PPIN 26581, Parcel 2-028J-08-166.00, PPIN 26582, Parcel 2-028J-08-167.00, PPIN 26583, and Parcel 2-028J-08-168.00, PPIN 26584, Ward 4) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.9 B-2 Neighborhood Business District: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

4.5.10 B-3 Community Business District: The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with

the Community Business District in the Comprehensive Plan.

Present Zoning: The parcels is currently zoned B-2 (Neighborhood Business) District

Present Use: Mixed Commercial/Residential

Future Land Use: Community Business District

Surrounding Zoning and Land Use:
North: B-3 (Community Business) District/ Restaurant and Bar Use
South: B-2 (Neighborhood Business)/ Personal Services
East: B-2 (Neighborhood Business)/ Professional Offices, Care center, Residential
West: B-3 (Community Business)/ Commercial

Most Nearly Bounded By (streets): The parcels are most nearly bounded to the north by W 4th Street, to the east by N 25th Avenue, to the south by Quinn Street, and to the west by the US 49 N frontage road. The parcels are accessible by N 25th Ave.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 21, 2021.

History / Background: The petitioner met with Staff in Pre-Application to discuss rezoning the subject property for a redevelopment for a mix of commercial uses.

In December 2010, the applicant submitted a B-2 to B-3 rezone request for the four subject properties along with 18 additional properties along N 25th Avenue and the US 49 N frontage road. Acting on the Planning Commission's recommendation, City Council approved the rezoning request of the properties along the US 49 N frontage road but denied the requested zoning changes along N 25th Avenue. See "Vicinity Rezone Request History" map for reference.

Option:

Basis for approval:

- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning
- III. Annexation

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.

Check the condition(s) most applicable to your request and explain in writing.

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

I am interested in creating a small entertainment district (so to speak) consisting of small Bistros, cafes and a foodcourt (open-air) eatery concept which will consist of walk-ways and outside lighting that will connect all 8 properties as shown on site Plan.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 5, 2021**

The Hattiesburg Planning Commission did meet in a regular session on May 5, 2021, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to allow Commissioners and petitioners to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners Absent: Ricardo Bryant

Also Present: Jim Gladden, Esq.
Ginger M. Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner
Steve Mitchell, Building Official
Nathan Satcher, Planning Office Manager

INVOCATION

Chair Miller held the invocation to pause in reflection on several tragedies that had affected the Hattiesburg community: three weekend shootings, the accidental drowning of a USM student, and a fatal plane crash that killed relatives travelling into Hattiesburg for USM's commencement and a Hattiesburg resident.

AGENDA REVIEW

There came the matter of the May 2021 Agenda. A request was made by Chair Miller for a motion to approve the May 2021 Agenda. A motion to approve was made by Commissioner Hinton and seconded by Commissioner Ray.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Mark Miller, Chair
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Elayne Lockett

MINUTES REVIEW

There came the matter of the February 3, 2021 minutes. A motion was made by Commissioner Conville to approve the February 3, 2021 minutes and seconded by Commissioner Waites.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keysear (via GoToMeeting)
Mark Miller, Chair
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for April 2021. Staff emailed copies to the Commissioners prior to the meeting, and physical copies were provided to Commissioners who attended in person. Commissioner Dawe requested more types of permit data with each Building Permit Report.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP. On February 16, 2021, City Council approved the zoning change from B-5 to R-3 at 156 Cross Creek Pkwy (HPC Approval Upheld).

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Miller. Chair Miller thanked the Commission for their continued dedication, especially Commissioner Dawe who was in attendance on his birthday.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Land Code Text Amendment), to consider a request that has been filed by City of Hattiesburg, Applicant, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5 Use Regulations and Conditions, Section 7 Standards of Design, Section 9 Environmental Regulations, and Section 13 Definitions. More specifically, amendments are proposed as they relate to food truck park uses and stormwater management.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		
<u>Other:</u>	Chad Edmondson	1202 S 34 th Ave	Hattiesburg, MS

Chad Edmonson stated that he was not against the addition of food trucks but rather had three

points in the amendments that he had concerns about. He had concerns about the three hundred feet buffer from legal conforming residentially-zoned property. He stated that in the areas where he had property, such as on W. 4th St. along the Longleaf Trace (east of I-59), where few pieces of property meet that criteria. Additionally, he stated that he did not agree with the language that regulated food truck parks as having no less than two and no more than ten food trucks. He stated that the language should allow for one truck. He also stated that the wastewater requirements that are the same as restaurants should not be mandatory either.

Chair Miller stated in response that he has full confidence in the research that staff has done. In regards to the buffer, he stated there are additional provisions in the Land Development Code that could make allowances for that. Commissioner Hinton stated that she wondered about the 300 feet buffer and asked if this was consistent with other codes. Nathan Satcher stated that while there is no standard distance, what staff provided was generally consistent with other codes' language. Many codes he reviewed utilize residential buffers. The proposed language in the food truck park amendment is consistent with Hattiesburg's existing LDC language for drive thru residential buffers.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Hinton stated she would like to see more information on buffer impacts. Commissioner Ray made a motion to table the item, with the request that staff provide additional information on examples of qualifying commercial locations based on differing buffer zones, pictures and site plans of food truck parks, and provide which cities ordinances were studied that were the same size as Hattiesburg. Commissioner Lockett seconded the motion. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners voting nay: Mark Miller, Chair

There came the matter of Item B (Zoning Change), to consider a request that has been filed by Kenneth Cooley, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located at 334, 336, 338, and 340 N 25th Avenue (Parcel 2-028J-08-165.00, PPIN 26581, Parcel 2-028J-08-166.00, PPIN 26582, Parcel 2-028J-08-167.00, PPIN 26583, and Parcel 2-028J-08-168.00, PPIN 26584, Ward 4) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District.

After the presentation of the Staff report, Commissioner Miller asked Staff for information on why the previous request to rezone the property in 2010 had been denied. Staff did not have any information, as the meeting minutes were not detailed but stated that Kenneth Cooley, the property owner, may know more history.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Kenneth Cooley	1108 Lake Estates Drive	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Kenneth Cooley presented the application. He stated that to answer Chair Miller’s previous question about the zoning change denial in 2010, the zoning change requests along N. 25th Ave. were denied to protect the residential properties in the area. Mr. Cooley further stated that he would like to rezone the property to take it to the highest and best use. He needs to “clean up the zoning” to market the property. Additionally, he brought up safety issues at surrounding properties and stated that these issues cannot be corrected without larger development. He would like to market the property to a large developer for a hotel but, in lieu of that, will redevelop it himself as an open air development with bistros, cafes, and food trucks and interconnected walkways between seating areas with lighting for safety.

Chair Miller noted that there is a clear step down in the zoning map of the area from B-3 (on N. 26th Ave./frontage road) to B-2 (on western N. 25th Ave.) to B-1 (on eastern N. 25th Ave.) to R-1A (east, interior to N. 25th Ave.). Commissioner Hinton stated there was no clear plan of development. Commissioner Waites stated that a plan is not part of the approval criteria.

Chair Miller asked Mr. Cooley how zoning change request met the approval criteria. Mr. Cooley stated that the neighborhood had changed in the 21 years he had owned the property; for example, it was less residential and more commercial now compared to then, and USM had built the dormitories and Trent Lott Center. Commissioner Conville stated that he is in favor of the zoning change because there has been a change in the neighborhood, which was once an owner-occupied residential neighborhood. Commissioner Conville stated B-2 zoning a detriment to marketability. Commissioner Pickett stated while she agrees the neighborhood may have changed, there is no public need for more B-3 zoning in the area. She stated that the demolished Village Green shopping center south along N. 25th Ave. and N. 26th Ave./frontage road remains undeveloped after it was destroyed in the 2013 tornado [zoned B-3]. Commissioner Keysear stated that he agreed with Commissioner Pickett. Commissioner Lockett stated she does not believe there has been a substantial material change to the neighborhood.

Mrs. Lowrey stated that Commissioner Dawe had recused himself from Item B due his past professional real estate relationship with Mr. Cooley.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Waites made a motion to approve the request on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Conville seconded the motion.

- Commissioners voting aye:** Dick Conville (via GoToMeeting)
Mark Miller, Chair
Kenneth Waites
- Commissioners voting nay:** Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Rhoda A. Pickett (via GoToMeeting)

Rebekah Ray

Commissioners Abstaining: Charles Dawe (via GoToMeeting)

The voted failed to pass with a majority. Commissioner Hinton made a motion to deny the request on the basis that the character of the neighborhood has not changed substantially so that rezoning is clearly justified and there is not a public need for the rezoning. Commissioner Ray seconded the motion.

Commissioners voting aye: Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray

Commissioners voting nay: Dick Conville (via GoToMeeting)
Mark Miller, Chair
Kenneth Waites

Commissioners Abstaining: Charles Dawe (via GoToMeeting)

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded by Commissioner Pickett. The meeting was adjourned at 3:46 PM.

Mark Miller, Chair

Ginger M. Lowrey, AICP, CFM, Planning Division Manager

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 334, 336, 338, AND 340 N 25TH AVENUE
((PARCEL 2-028J-08-165.00, PPIN 26581, PARCEL 2-028J-08-166.00, PPIN 26582,
PARCEL 2-028J-08-167.00, PPIN 26583, AND PARCEL 2-028J-08-168.00, PPIN 26584,
WARD 4) FROM SECTION 4.5.9, B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO
SECTION 4.5.10, B-3 (COMMUNITY BUSINESS) DISTRICT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Deny said change in zoning for the following reasons:

The character of the neighborhood has not changed substantially so that rezoning is clearly justified, and there is not a public need for the rezoning.

340 N 25th Ave.:

A part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section Eight (8), Township Four (4) North, Range Thirteen (13) West in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows; to-wit:

Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of said Section, Township and Range and run thence North along the East line of the said forty acres for a distance of 25 feet, thence West parallel with the

South line of said forty acres for a distance of 239.95 feet to the West line of 25th Avenue, as now located, thence North along West line of 25th Avenue for a distance of 1183 feet to the Point of Beginning of the parcel of land herein described, and from said Point of Beginning run West parallel with the South line of said forty acres for a distance of 130 feet, thence North parallel with 25th Avenue for a distance of 70 feet to the South line of West 4th Street, thence East along South line of West 4th Street for a distance of 130 feet to the West line of 25th Avenue, thence south along West line of 25th Avenue for a distance of 70 feet to the Point of Beginning, said parcel of land having a frontage of 70 feet on 25th Avenue and a uniform depth of 130 feet, together with all improvements thereon and appurtenances thereunto belonging

338 N 25th Ave:

A part of the East Half of the Northwest Quarter of the Northwest Quarter (E 1/2 of NW 1/4) of Section 8, Township 4 North, Range 13 West, in Hattiesburg, Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section, Township and Range, run thence North along the East line of said forty acre tract a distance of 25 feet, thence West parallel with the South line of said forty acre tract a distance of 239.25 feet to the West line of North 25th Avenue a distance of 1100 feet to and for a Point of Beginning of the land herein conveyed. From said Point of Beginning run thence West parallel with the South line of said forty acre tract a distance of 130 feet, thence North parallel with the West line of North 25th Avenue a distance of 83 feet, thence East parallel with the South line of said forty acre tract a distance of 130 feet to the West line of North 25th Avenue, thence South along the West line of North 25th Avenue a distance of 83 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

336 N 25th Ave.:

A part of the East one-half (E 1/2) of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4), Section 8, Township 4 North, Range 13 West, Forrest County, Mississippi, being more particularly and definitely described as follows: Commencing at the Southeast corner of said Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of said Section, Township and Range, run thence North along the East boundary line of said forty acre tract a distance of 25 feet, run thence West parallel with the South boundary line of said forty acre tract a distance of 239.95 feet to the West boundary line of said 25th Avenue as now located in the City of Hattiesburg, Mississippi, run thence North along said West boundary line said 25th Avenue a distance of 1040 feet to and for a Point of Beginning of the parcel of land herein described, and from this Point of Beginning, continue thence North and along the said West boundary line of said 25th Avenue a distance of 60 feet, run thence West parallel with the South boundary line of said forty acre tract a distance of 130 feet, run thence South parallel with the said West boundary line of said 25th Avenue a distance of 60 feet and run thence East parallel with the South boundary line of said forty acre tract a distance of 130 feet to the Point of Beginning, said parcel of land having a frontage of 60 feet on 25th Avenue in the City of Hattiesburg, Mississippi, and extending West between parallel lines a uniform depth of 130 feet; Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record; and subject to any state effects which an accurate survey would show. Together with all and singular the rights, easements, hereditaments and appurtenances thereunto belonging

334 N 25th Ave.:

A part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 8, Township 4 North, Range 13 West in the County of Forrest, State of Mississippi, and more particularly described as follows, to-wit:

Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of said Section, Township and Range, and run thence West for a distance of

239.95 feet and thence run North for a distance of 995 feet to and for the Point of Beginning, run thence North for a distance of 70 feet, run thence West for a distance of 130 feet, run thence South for a distance of 70 feet, run thence East for a distance of 130 feet to the Point of Beginning

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member _____ seconded by Council member _____ and was adopted by the following vote to-wit:

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, May 18, 2021

Re: Approve or Deny a petition filed by Alexandria Flowers and April Warnsley, Applicants, and Kenneth Cooley, Owner, to request a Conditional Use as “Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 340 N 25th Avenue (Parcel 2-028J-08-168.00, PPIN 26584; Ward 4). The Planning Commission recommended to Approve on May 10, 2021 in a Special Called meeting.
File Number: 2021-398
Minute Book #

Summary

340 N 25th Avenue – Conditional Use - “Club and Bar”

Recommendation Statement

340 N 25th Avenue – Conditional Use - “Club and Bar”

Please place this on the May 18, 2021 City Council meeting for consideration.

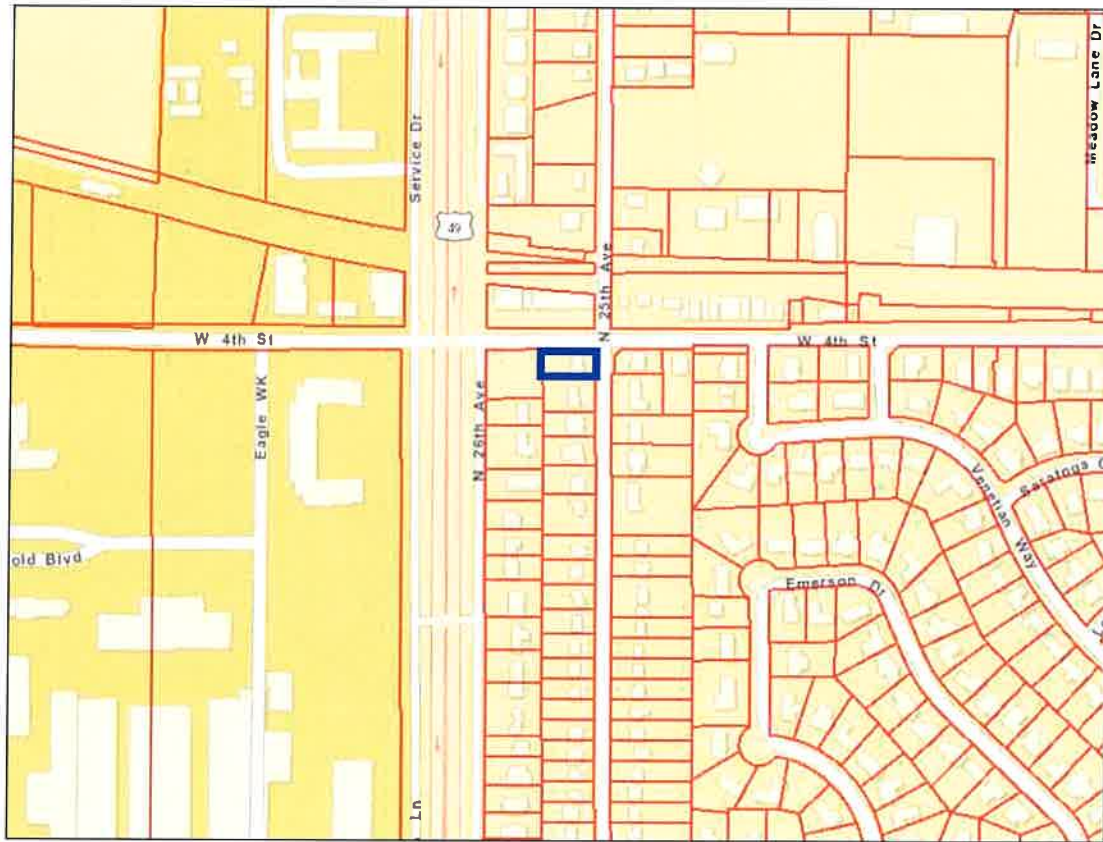
SUBJECT PARCEL: 340 N 25th Ave

Alexandria Flowers and April Warnsley, Applicants and Kenneth Cooley, Owner

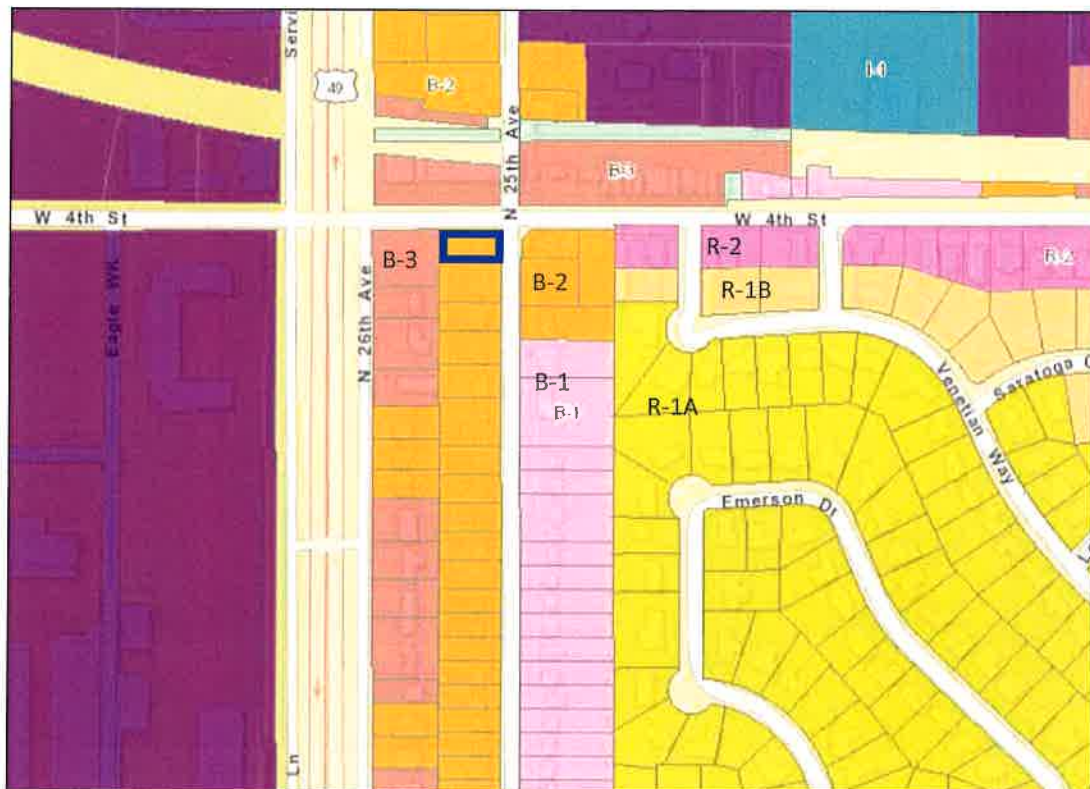
The petitioners request a Conditional Use as "Club and Bar" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 340 N 25th Avenue (Parcel 2-028J-08-168.00, PPIN 26584; Ward 4).



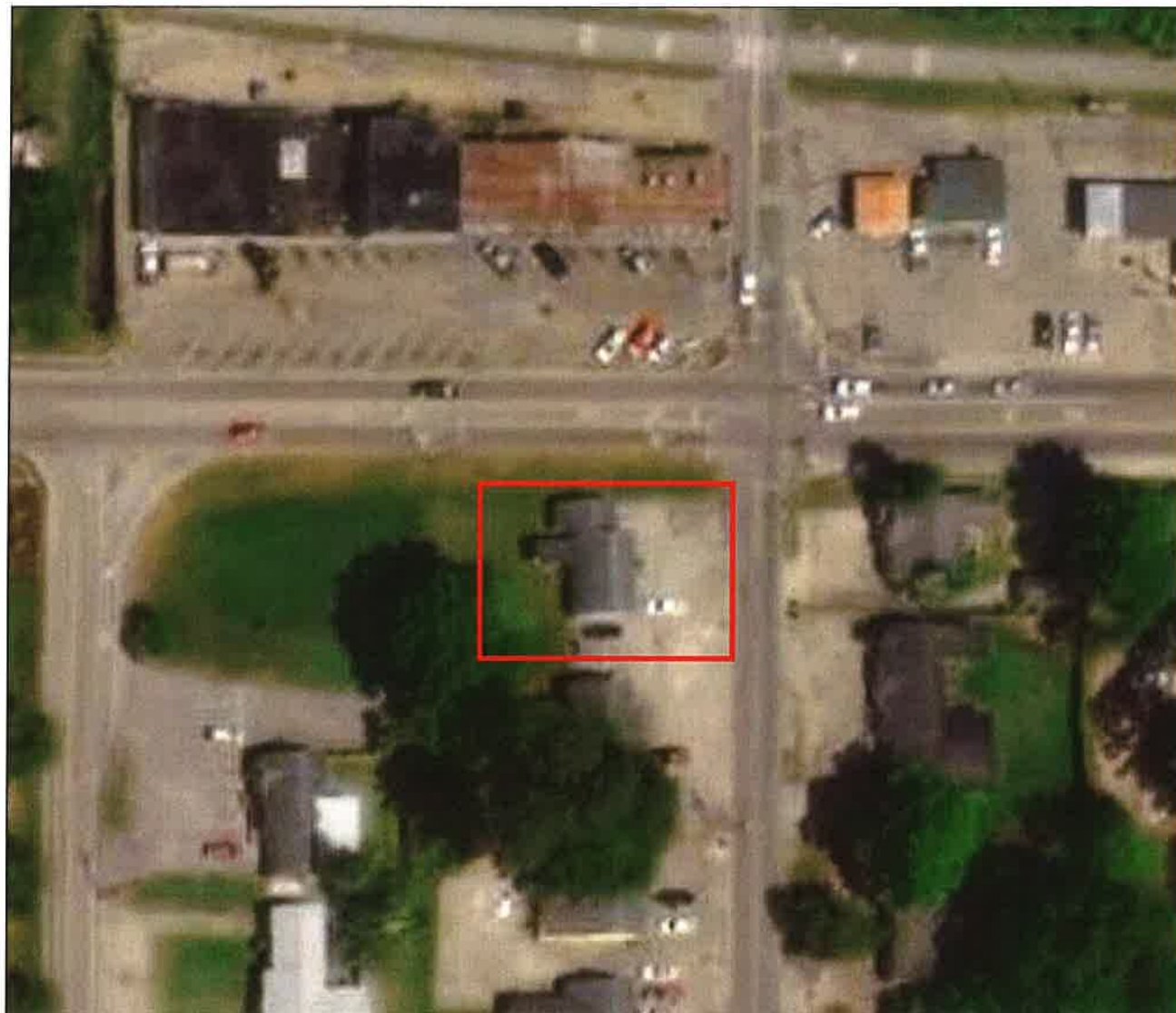
Vicinity Map—Ward 4



Zoning—B-2



Site Aerial



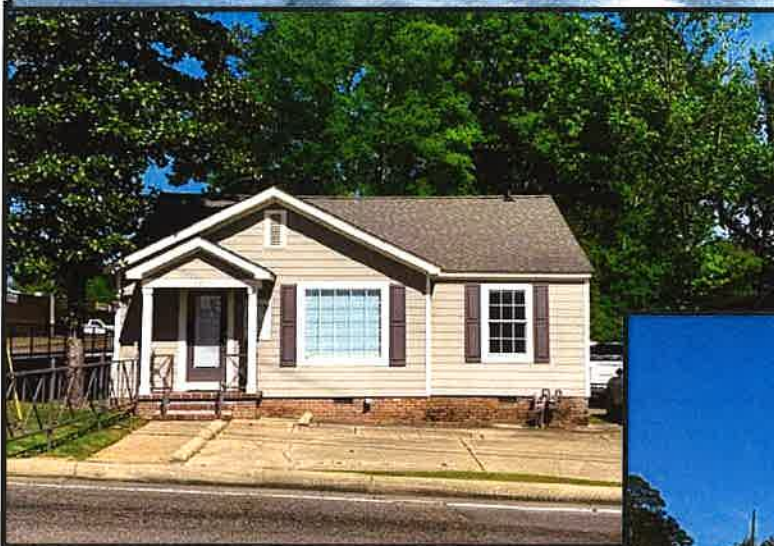
SURROUNDING AREA

Northern Direction: B-3 (Community Business) District/ Restaurant and Bar



Southern Direction: B-2
(Neighborhood Business) District/
Residence

Eastern Direction: B-2
(Neighborhood Business) District/
Law Office



Western Direction: B-3
(Community Business) District/
Commercial





**Planning Commission
Case Fact Sheet**

Name of Petitioner: Alexandria Flowers and April Warnsley, Applicants; Kenneth Cooley, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
340 N 25 th Avenue	2-028J-08-168.00	21836	4

Request: **Conditional Use (Multi-Family Residential)**

Purpose of Request: To consider an application to request a Conditional Use as "Club and Bar" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 340 N 25th Avenue (Parcel 2-028J-08-168.00, PPIN 26584; Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.9 B-2 Neighborhood Business District: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

5.4.15 Additional Conditions for Use:

5.4.15.1 Amplified music, loud speakers, and similar noise devices shall not be permitted outdoors. Noise emanating from the club shall not exceed ambient noise levels in the surrounding area at a distance of more than 100 feet from any point of the property containing the club.

5.4.15.2 Off-premises parking for bars in B3 is not permitted.

Present Zoning: This parcel is currently zoned B-2 (Neighborhood Business) District

Present Use: Vacant; most recent use was a barbershop (2020).

Future Land Use: Community Business District

Surrounding Zoning and Land Use:
North: B-3 (Community Business) District/ Restaurant and Bar
South: B-2 (Neighborhood Business) District/ Residence
East: B-2 (Neighborhood Business) District/ Law Office
West: B-3 (Community Business) District/ Commercial

Most Nearly Bounded By (streets): The parcel is most nearly bounded to the north by W 4th Street, to the east by N 25th Avenue, to the south by Quinn Street, and to the west by the US 49 N frontage road. The parcel is accessible by N 25th Ave.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of April 21, 2021.

History / Background: The petitioners met with Staff in Pre-Application to discuss a hookah bar and lounge use on the subject property. The proposed business would allow for hookah smoking and on-premises beer/light wine sales. Hookahs must be smoked outdoors, per the City of Hattiesburg Smoking Ordinance.

A zoning change to B-3 has also been requested for the subject property.

Option: **Basis for approval:**

Applicable conditions listed in 5.4.15 Club and Bars.

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.15], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to

the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.

- Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
- Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

Conditional Use (2 pages)

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

Yes. The conditions for parking suggestions are met by providing an authorization letter from the adjacent property owners permitting the use of their parking spaces.

2. Describe the affects the proposed use of utilities and facilities will have on the community.

There will not be any adverse impact on the use of utilities at this time.

3. Describe how the size of the site is appropriate for the proposed use.

The size of the site accommodates the use for small lounge designation. The parcel is 128' x 71' which provides additional space for development.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? _____

If yes, please explain:

Yes, there will be a maximum 25 people per occupancy which will require additional parking. A total of 8 spaces are required and the remaining spaces will be accommodated by the adjacent site

5. Will there be any elevation in the noise level resulting from this proposed use? No

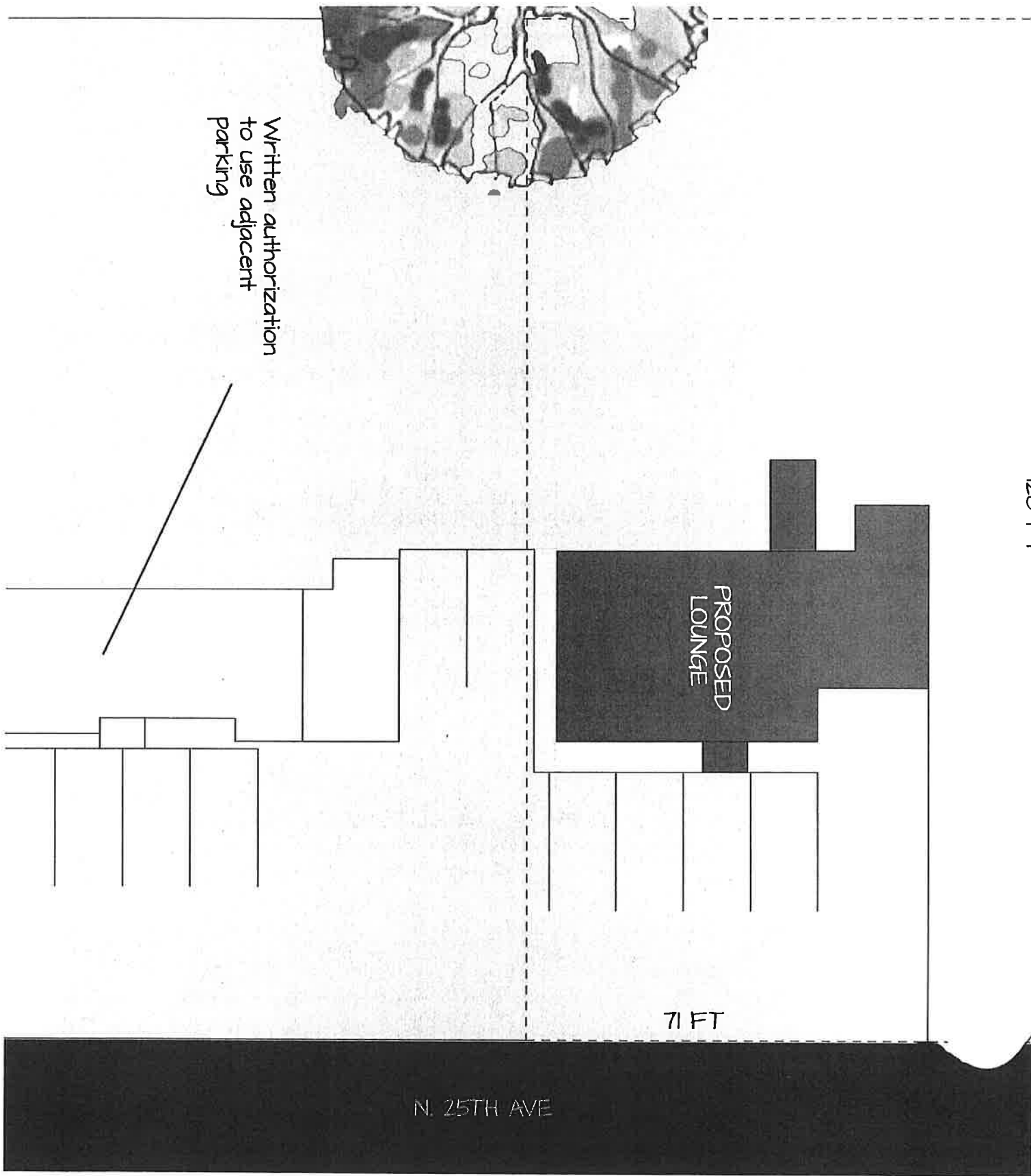
If yes, please explain:

6. What is the expected number of customers/employees per day? 25

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 8 vehicles, and
1 ADA vehicle(s); with 1 loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.



**MINUTES OF THE
SPECIAL CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION**

May 10, 2021

The Hattiesburg Planning Commission did meet in a special called session on May 10, 2021 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to allow Commissioners and petitioners to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Mark Miller, Chair
Rhoda A. Pickett (via GoToMeeting)
Kenneth Waites
Ricardo Bryant

Commissioners Absent: Elayne Lockett
Rebekah Ray

Also Present: Andrew Ellard, Director Urban Development
Ginger Maddox Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner
Nathan Satcher, Planning Office Manager (via GoToMeeting)

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:05 PM.

AGENDA REVIEW

There came the matter of the May 2021 Special Called Agenda. A request was made by Chair Miller for a motion to approve the May 2021 Special Called Agenda. A motion was made to approve the May 2021 Special Called Agenda by Commissioner Pickett and seconded by Commissioner Bryant.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Mark Miller, Chair
Rhoda A. Pickett (via GoToMeeting)
Kenneth Waites
Ricardo Bryant

Commissioners voting nay: None

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Conditional Use), to consider a request that has been filed by Alexandria Flowers and April Warnsley, Applicants, and Kenneth Cooley, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Club and Bar” in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 340 N 25th Avenue (Parcel 2-028J-08-168.00, PPIN 26584; Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	April Warnsley	10 Guilford Place	Hattiesburg, MS
	Michael Brouton	10 Guilford Place	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

April Warnsley and Michael Brouton presented the application. Ms. Warnsley stated that she and her partner, Alexandria Flowers, proposed opening a hookah lounge to create a small, intimate setting as an alternative to the large club atmospheres. She stated that they had added a patio on to the back of the building for outdoor space and would set up tents in the grassy area in the back yard for outdoor smoking of the hookah pipes. Mr. Brouton provided a brief history of hookah pipes and stated that they are increasingly very popular with young people.

Commissioners Hinton and Pickett inquired to the hours of operation. Ms. Warnsley stated that they were likely only to open on weekends. They would probably be open 7pm-12am Friday and Saturday, and late afternoons on Sundays. Commissioner Conville stated that recently Kenneth Cooley, the property owner, brought a rezoning request for the property through and had mentioned a problem with crime in the area. He asked Ms. Warnsley what her plans were for security on the site. Ms. Warnsley stated that she spoke to a security company and considered parking lot security or hiring off-duty police officers if needed. She stated she has also considered limiting age entry to 25 and up. She stated there is a police camera at the corner of 4th St. and N 25th Ave. Mrs. Lowrey clarified to the Commission that there is no requirement in the LDC that bars provide security. Commissioner Hinton requested that Ms. Warnsley clarify her parking. Ms. Warnsley stated she has a parking agreement that allows for additional customer parking at 338 N 25th Ave. (next door) to her business.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request (Item A). Commissioner Dickerson made a motion to approve the request for a conditional use specifically for a hookah bar. Commissioner Conville seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well. Commissioner Dawe abstained due to his professional relationship with the property owner.

<u>Commissioners voting aye:</u>	Michael Dickerson (via GoToMeeting) Amy Hinton, Vice-Chair Jeff Keyseear (via GoToMeeting) Mark Miller, Chair Rhoda A. Pickett (via GoToMeeting) Ricardo Bryant
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	Charles Dawe (via GoToMeeting) Dick Conville (via GoToMeeting)

Kenneth Waites

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded by Commissioner Pickett. The meeting was adjourned at 1:28 PM.

Mark Miller, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, May 18, 2021

Re: Approve or Deny a petition filed by Munn Enterprises, Inc., Representative, and NSD Holding, LLC, Owner, to request a variance from Section 10, Table 10.6-2 "Sign Message Area" for Pole Signs, "For B-5- 2 square feet sign message area/1' street frontage up to 400 square feet" and instead allow for a maximum message area square footage of four hundred sixty-eight (468) square feet, for a variance of sixty-eight (68) square feet for proposed signage located 4700 Hardy Street (Parcel 051Q-12-029.000, PPIN 18266, Ward 3). The Board of Adjustment recommended to Deny on May 5, 2021.
File Number: 2021-399
Minute Book #

Summary

4700 Hardy Street - Variance - Sign Message Area

Recommendation Statement

4700 Hardy Street - Variance - Sign Message Area

Please place this on the May 18, 2021 City Council meeting for consideration.

SUBJECT PARCEL: 4700 Hardy Street

Munn Signs, Contractor and NSD Holdings, Owner

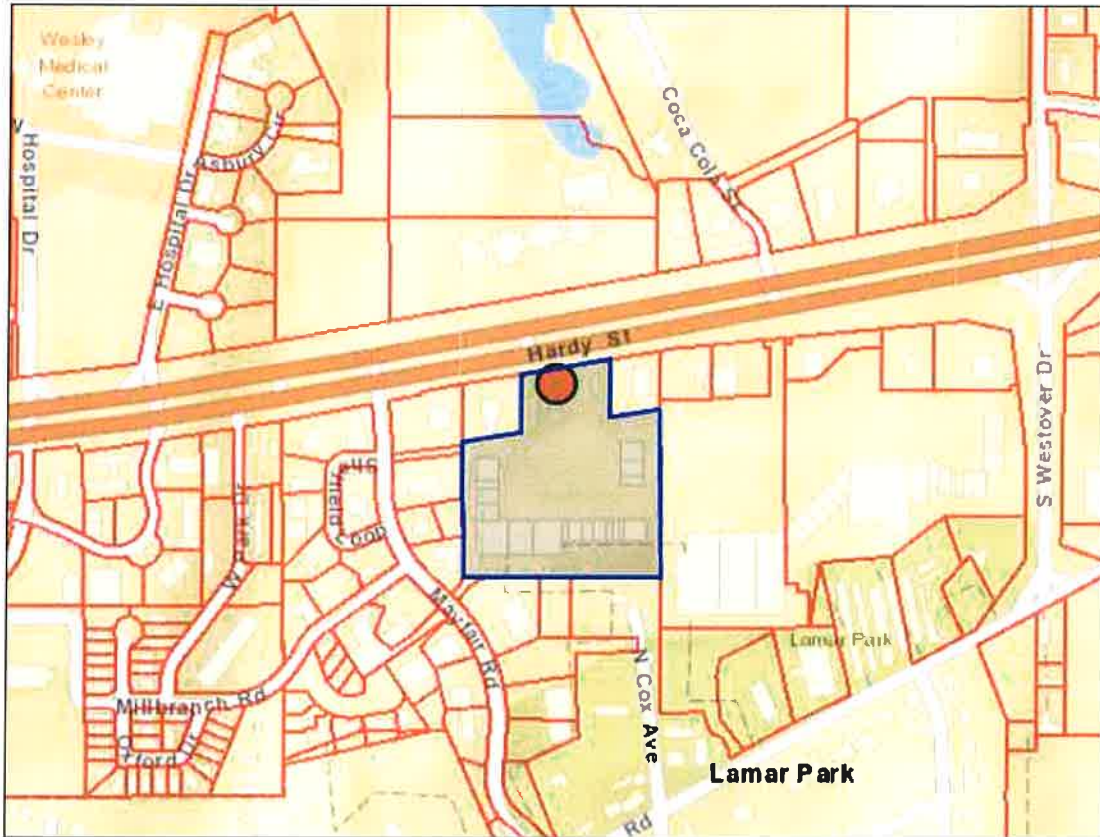
The petitioner requests a variance from Section 10, Table 10.6-2 "Sign Message Area" for Pole Signs, "For B-5- 2 square feet sign message area/1' street frontage up to 400 square feet" and instead allow for a maximum message area square footage of four hundred sixty-eight (468) square feet, for a variance of sixty-eight (68) square feet for proposed signage located 4700 Hardy Street (Parcel 051Q-12-029.000, PPIN 18266, Ward 3).



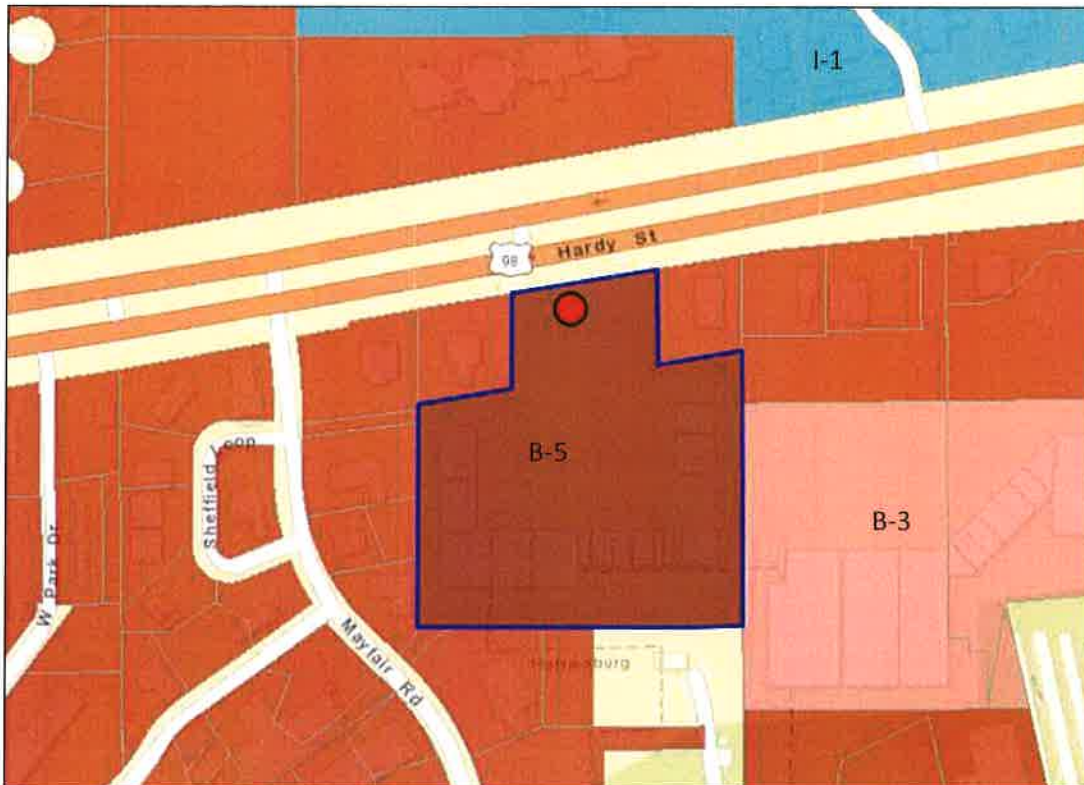
Additional Site Photos



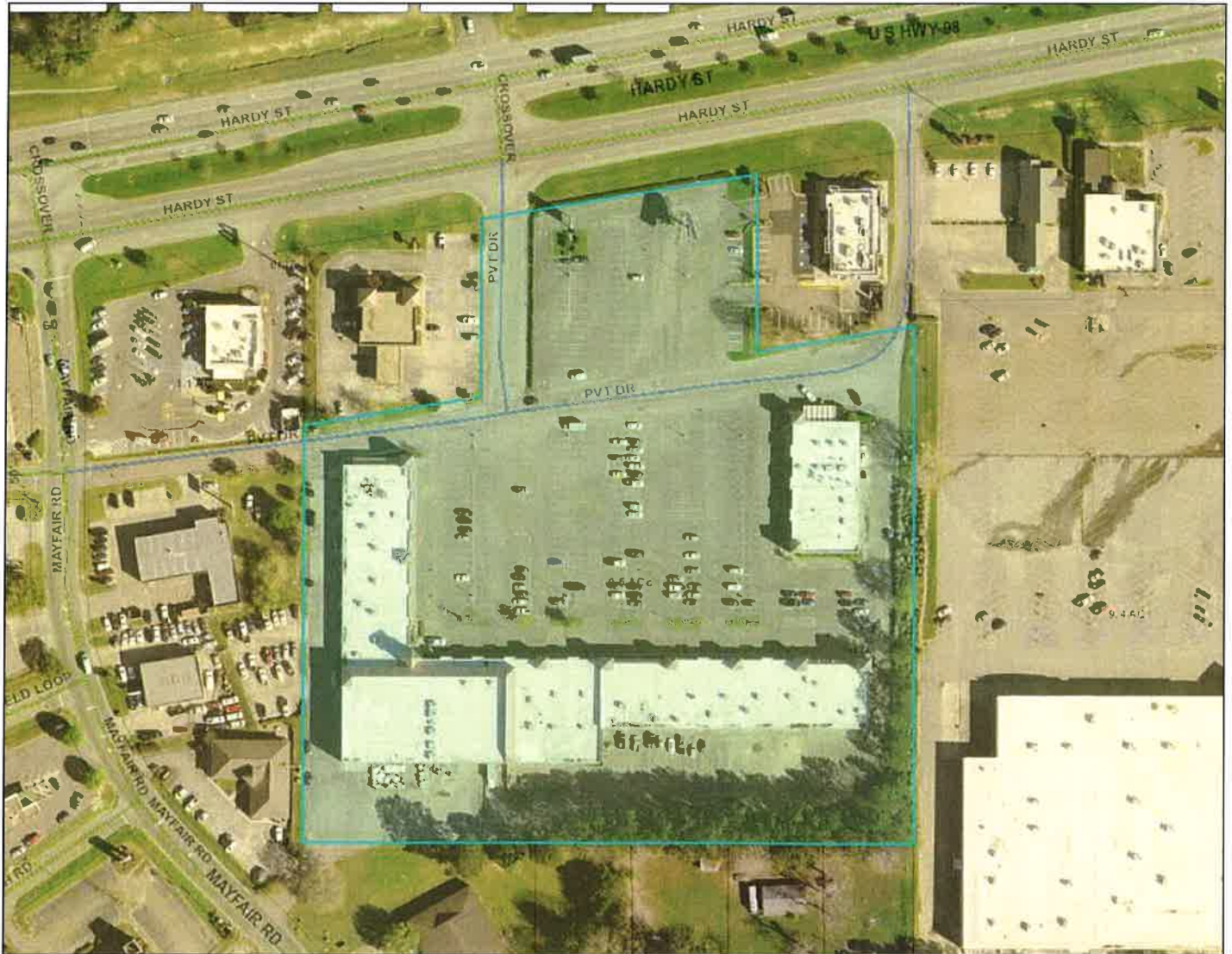
Vicinity Map—Ward 3



Zoning—B-5



Site Aerial



SURROUNDING AREA

Northern Direction: B-5 (Regional Business) District/ Church



Southern Direction: B-5 (Regional Business)/ Personal Care Services



Western Direction: B-5 (Community Business)/ Bank



Eastern Direction: B-5 (Regional Business)/ Restaurant





**Board of Adjustment
Case Fact Sheet**

Names of Petitioners: Munn Signs, Contractor and NSD Holdings, Owner
Address of Property: 4700 Hardy Street
Tax Parcel: 051Q-12-029.000
PPIN: 18266
Ward: 3

Request: Pole sign message area variance

Purpose of Request: To consider an application to vary from Section 10, Table 10.6-2 "Sign Message Area" for Pole Signs, "For B-5- 2 square feet sign message area/1' street frontage up to 400 square feet" and instead allow for a maximum message area square footage of four hundred sixty-eight (468) square feet, for a variance of sixty-eight (68) square feet for proposed signage located 4700 Hardy Street (Parcel 051Q-12-029.000, PPIN 18266, Ward 3).

Applicant Summary: See Attached Variance Information sheet.

Applicable Regulations:

Section 10- Signs

Table 10.6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
On Premises Signs Freestanding					
Pole Sign	35'/20'	For B-3 – 1square foot sign mes- sage area/1' street frontage up to 200 square feet	10'	15'	1 per 500' of parcel street front- age/2 on corner lot (1 per street) with 150' min. street frontage for any on premises freestanding sign; Bottom edge of message area is min. 6' above ground; dimensions include multitenant signs
		B-5, I-1, I-2 – 2 square feet sign message area/1' street frontage up to 400 square feet			

LDC 10.7.1 The message area of a sign shall be the entire width within a single, continuous perimeter enclosing the outer dimensions of the actual message or copy area including decorative trim, customary extensions or embellishments, any structural elements outside the limits of such display surface. Pricing for automotive filling stations, whether static or digital (when used solely for pricing) shall be measured as part of the message area of a sign and shall not be included in the area measured as "electronic message" area.

LDC 10.7.2 If the sign consists of more than one section or module, all of the area, including that between sections or modules, shall be included in the computation of the sign area.

Section 2- Applicability and Conformity

LDC 2.4.6.2 Increase in Nonconformity Prohibited. No person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming sign. Without limiting the generality of that statement, no nonconforming sign may be enlarged, reduced or altered in such a manner as to increase the nonconformity, nor may illumination or electronic capability be added to any nonconforming sign.

Present Zoning: B-5 (Regional Business) District

Present Use: Shopping Center

**Surrounding Zoning
and Land Use:**

North: B-5 (Regional Business) District/ Church
South: B-5 (Regional Business)/ Personal Care Services
East: B-5 (Community Business)/ Bank
West: B-5 (Regional Business)/ Restaurant

Future Land Use: Regional Business

Most Nearly

Bounded By (streets): The parcel is accessible by Hardy St. to the north and an unnamed private drive to the west. It is most nearly bounded by Hardy St. to the north, Mayfair Rd. to the west, Oak Grove Rd. to the south, and S Westover Dr. to the east.

Letters or

Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of April 21, 2021. The applicant has provided letters of support from neighboring properties.

History / Background:

The applicant applied for a sign permit to rehabilitate the existing multitenant freestanding sign on the site. Staff informed the applicant that because the sign has the proposed addition of an electronic message reader board, the entire structure must come into compliance with the Land Development Code, per Section 2.4.6.2.

The proposed sign renovations with electronic message reader totaled 468 sf of sign message area. Staff was unable to approve the sign due to excessive message area dimensions. Staff suggested that the sign contractor consider dividing the larger tenant panels into two tenant panels, which could allow several panels at the bottom of the sign to be removed. Staff pointed out that one of the intended values of electronic message reader boards is to reduce visual clutter and the need for excessive static signage by having a changeable message area.

The applicant submitted an amended sign proposal which did not reduce tenant panels but rather reduced the dimensions of the architectural features. The overall square footage was reduced to 412 sf. The Director granted an administrative waiver under LDC 12.5.4 (up to 10% from any measureable standard). The sign permit was approved.

After approval of the sign permit with an administrative waiver, the applicants met with Staff to request a sign message area variance for the initial proposed sign design.

Per the LDC 10.7.1 and 10.7.2, sign message area must be a contiguous boxed area inclusive of all structural elements, including trim and architectural features. Sometimes this calculation includes the "dead space" or air around the sign. The intention behind this method of calculation is to capture the entire visual space that the sign occupies in order to reduce visual clutter along the streetscapes and skylines.

Basis for Approval (12.4.1.1):

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

Variance Information

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4.). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.
We are requesting the sign variance due to the sign ordinance restrictions for the multi-tenant signage. The owner wants to refurbish the existing pylon on site in order to save money. The actual signage are will NOT exceed the city ordinance. Due to the way the city measures in a "box" form, this allows for 191.47 square feet of unuseable message area. Most of this square footage is actual air space outside the sign. The real actual signage square footage is only 276.53 which falls in the allowed city ordinance. This is actually requesting less square footage. The existing square footage is 305.67. We will only be asking for the decorative area extensions for at total of 3.18 square footage added to the already permitted sign, or a total of 53.06 including
2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

We do not feel any special privileges will be given to this specific land owner. The actual signage area will not be over the city ordinance allows for. Any land owner; business owner can file for a variance with the city.

3. **Literal Interpretation.** The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

The city sign ordinance gives the same amount of signage to one business as it is for a multi-tenant business.

This means one "box" store can have the same amount of signage as this multi-tenant shopping center who has 15 tenants. The square footage must be shared between all 15 businesses. Because of this stipulation in the code, it makes it hard to get highly visible signage for each store/business.

Variance Information

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

For the existing pylon sign to be refurbished, we must seek a variance for the following reasons. The sign needs to be informative. It need to be visually pleasing. The sign sturcture needs to match the architectural design of the shopping center with the stand offs, following the same lines, and layout.

By approving this design and approving the variance, the pylon will take up less skyline as well which means less clutter.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

We are asking the minumum varince requirement from the city. The additional square footage is actually in open space. There will be no sigange in the requested additional square footage.

We are actually requesting less square footage than the sign is now. The existing square footage is 305.67. The request will not interter with any other businesses in the area.

The square footage being asked for is only 3.18 square feet which is only for the decorative extentions of the structure, and total requested of 56.03 square feet which includes air space.

6. **Conformance with the Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

If granted this variance request, the sign will not conflict with any purposes and intent of the Land Development Code. The sign "actual" signage area will remain in compliance with the city ordinance.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.

Existing
Pylon



Existing Pylon
Square Footage

SQ FT 305.67

16'-0"

4'-0" x 16'-0"

SQ FT 64

3'-0" x 10'-0"

SQ FT 30

21'-10" x 10'-0"

SQ FT 211.67

35'-0"



CONCEPT DRAWING

SQ FOOTAGE 276.53

Approved Permitted Sign...



BOX AREA
28'-3" x 14'-7"
SQ FT 411.97

SQ FT 32.67

SQ FT 83.86

SQ FT 160



Pylon Refurbish
Remove Existing ID Sign / Tenant Cabinet

- Manufacture and Install
- (2) Set of Back Lit Channel Letter
 - (1) ID Section with Roof Aluminum Cladding and Double Setpout
 - (1) D/F, I/I Multi-Tenant Cabinet with Flat Acrylic Faces with Divider Bar
 - (1) Aluminum Setpout
 - (2) Pole Cladding to Cover Existing Poles

All Cladding and Stepout to have Stucco Finish

- Furnish and Install
- (1) Full Color RGB 18.85mm LED Message Center MC-100x275-15.85-RGB-2V

Install on Existing Poles

- COPPER TO MATCH BUILDING (LETTERS / CABINET / STEPOUTS)
- CREAM TO MATCH BUILDING (ID / CLADDING / STEPOUTS)
- BLACK (MESSAGE CENTER CABINET)
- WHITE (FACES)



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Be Bold in a Visual World
601.264.7446 • MunnEnterprises.com

This color sketch is provided as an example of color. There may be some color variation between printed ink and paint. For best color representation, please choose Pantone Matching System® colors for paint or print.

Pylon Refurbish Option 4

CUSTOMER: Southgate Realty - The Arbor	CUSTOMER # SQU129	DATE: 08/31/2020
LOCATION: Hattiesburg, MS	PH:	SALES: Chad Ray
REVISION: No Current Revisions		DESIGNER: D. Schneider
CUSTOMER APPROVAL:		CURRENT DESIGNER:

INSTALL HERE

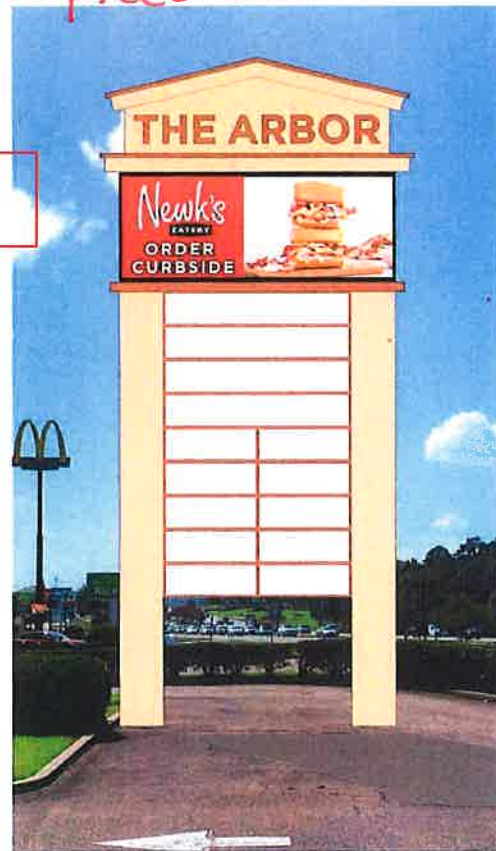
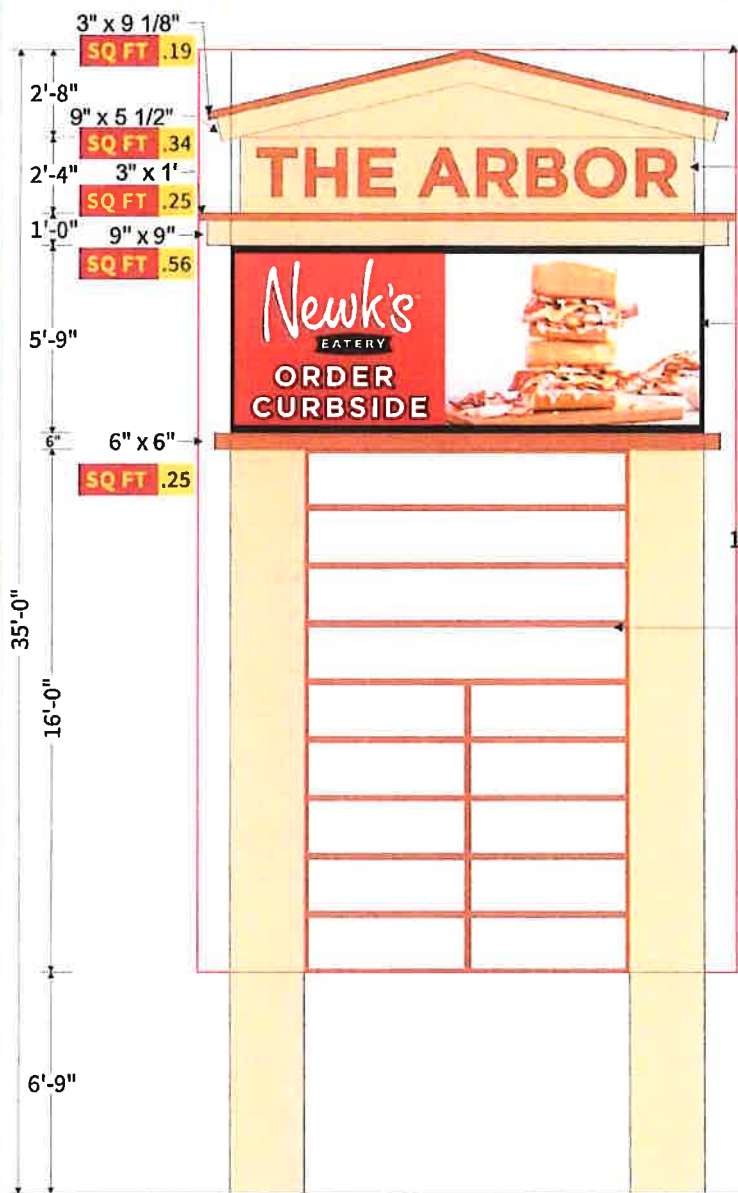
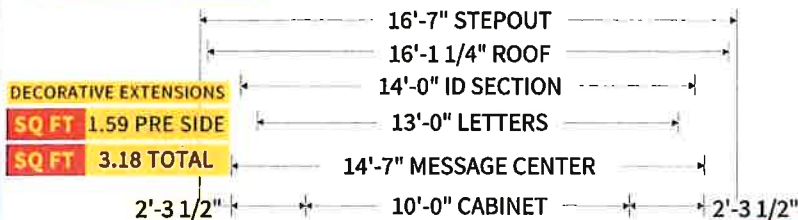
APPROVAL DATE:

CONCEPT DRAWING

SQ FOOTAGE 276.53

Proposed Sign....

* Shows Square Footage of decorative Pieces...



Pylon Refurbish
Remove Existing ID Sign / Tenant Cabinet

- Manufacture and Install
- (2) Set of Back Lit Channel Letter
 - (1) ID Section with Roof Aluminum Cladding and Double Setpout
 - (1) D/F, I/I Multi-Tenant Cabinet with Flat Acrylic Faces with Divider Bar
 - (1) Aluminum Stepout
 - (2) Pole Cladding to Cover Existing Poles

All Cladding and Stepout to have Stucco Finish

- Furnish and Install
- (1) Full Color RGB 18.85mm LED Message Center MC-100x275-15.85-RGB-2V

Install on Existing Poles

- COPPER TO MATCH BUILDING (LETTERS / CABINET / STEPOUTS)
- CREAM TO MATCH BUILDING (ID / CLADDING / STEPOUTS)
- BLACK (MESSAGE CENTER CABINET)
- WHITE (FACES)



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Pylon Refurbish Option 2 - Decorative Extensions

CUSTOMER: Southgate Realty - The Arbor	CUSTOMER # SOU129	DATE: 08/31/2020
LOCATION: Hattiesburg, MS	PM: SALES: Chad Ray	PRIMARY DESIGNER: D. Schneider
REVISION: No Current Revisions	CUSTOMER APPROVAL:	CURRENT DESIGNER:



APPROVAL DATE:

March 25, 2021

Regions Bank
4800 Hardy Street
Hattiesburg, MS 39402

To Whom It May Concern:

I am the manager of the local Regions Bank, 4800 Hardy Street, Hattiesburg. We are neighbors with the landowner of the proposed refurbished pylon on site at The Arbor, 4600 Hardy Street.

It is my understanding that the landowner is seeking a variance to ask for additional square footage on the pylon refurbishment of the existing pylon. As a business owner next to the proposed property, I have no objections, conflicts, or grievances with the City of Hattiesburg granting the variance for the additional square footage.

You can contact me if you have any questions.

Sincerely,



Teresa Rogers
Branch Manager/Vice President
4800 Hardy Street
Hattiesburg, Ms 39402

March 25, 2021

Red Lobster
4670 Hardy Street
Hattiesburg, MS 39402

To Whom It May Concern:

I am the manager of the local Red Lobster, 4670 Hardy Street, Hattiesburg. We are neighbors with the landowner of the proposed refurbished pylon on site at The Arbor, 4600 Hardy Street.

It is my understanding that the landowner is seeking a variance to ask for additional square footage on the pylon refurbishment of the existing pylon. As a business owner next to the proposed property, I have no objections, conflicts, or grievances with the City of Hattiesburg granting the variance for the additional square footage.

You can contact me if you have any questions.

Sincerely,

David Lee

GM

Red Lobster Hattiesburg

601-268-9136

DLee@RedLobster.com

March 25, 2021

AAMCO, Transmission & Total Car Care
109 Mayfield Road
Hattiesburg, MS 39402

To Whom It May Concern:

I am the owner of the local AAMCO Transmission & Total Car Care, 109 Mayfair Road, Hattiesburg. We are neighbors with the landowner of the proposed refurbished pylon on site at The Arbor, 4600 Hardy Street.

It is my understanding that the landowner is seeking a variance to ask for additional square footage on the pylon refurbishment of the existing pylon. As a business owner next to the proposed property, I have no objections, conflicts, or grievances with the City of Hattiesburg granting the variance for the additional square footage.

You can contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jo [unclear]", with a long horizontal line extending from the end of the signature.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
May 5, 2021**

The Hattiesburg Board of Adjustment did meet in regular session on May 5, 2021 at 3:52 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Dick Conville (via GoToMeeting)
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members Absent: James Hughes
Bruce Betts, Vice-Chair
Victoria Bolls

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner
Jim Gladden, Esq.

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:52 PM.

AGENDA REVIEW

There came the matter of the May 2021 Agenda. A motion was made to approve the January 2021 Agenda by Lucy Parkman and seconded by Brandon Williams.

Board Members voting aye: Dick Conville (via GoToMeeting)
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the February 3, 2021 minutes. A motion was made to approve the minutes by Lucy Parkman and seconded by Stacy Ready.

Board Members voting aye: Dick Conville (via GoToMeeting)
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Maddox Lowrey, AICP, Planning Division Manager, provided the Planning Report. On February 16, 2021, City Council approved a sign number variance 3703 Hardy Street (BOA denial overturned).

CHAIR’S REPORT

No report provided.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Shawn Harris, Chair, declared the Public Hearing for the Board of Adjustment open at 4:02 PM.

There came the matter of Item A (Pole Sign Area Variance), Munn Enterprises, Inc., Representative, and NSD Holding, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10, Table 10.6-2 “Sign Message Area” for Pole Signs, “For B-5- 2 square feet sign message area/1’ street frontage up to 400 square feet” and instead allow for a maximum message area square footage of four hundred sixty-eight (468) square feet, for a variance of sixty-eight (68) square feet for proposed signage located 4700 Hardy Street (Parcel 051Q-12-029.000, PPIN 18266, Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Kerri Little	7712 Hwy 49	Hattiesburg, MS
	Chamberlan Carothers	1700 S 28 th Ave	Hattiesburg, MS

Proponents:

Opponents:

Kerri Little, Munn Enterprises, and Chamberlan Carothers, SVN, presented the petition. Ms. Little stated that the variance would not be adding much more structure to the air space beyond what staff already permitted with the administrative waiver. Mr. Carothers stated that the applicants appreciated that City staff worked to get an approved sign permitted with the administrative waiver, but stated that the proposed sign more sufficiently paid homage to Ken Tate, the strip center’s architect. Dick Conville asked Ms. Little about the various dimensions that she had provided on the submitted renderings and asked for clarification on which were the dimensions the City code required versus which were dimensions that Munn provided on their own.

Shawn Harris declared the Public Hearing closed and the Business Meeting open to vote on Item A. Stacy Ready made a motion to approve the petition on the following bases: Conformance with the Purposes of this Code, the granting of a variance with not conflict with the purposes and intent expressed or implied in the Land Development Code [Specifically, the approval of this variance will improve the visual impact of this sign]. Bernard Green seconded the motion.

Board Members voting aye: Bernard Green (via GoToMeeting)
Stacy Ready (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: Dick Conville (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman

James Trussell (via GoToMeeting)

The vote to approve the petition did not pass with a majority.

Shawn Harris made a motion to deny the petition on the following bases: Hardship: the hardship is not unique to the property and there are no exceptional conditions creating undue hardship applicable to only the property involved or the intended use; Special Privilege: A variance would confer a special privilege that is denied to other lands or structures in the same zoning district; Literal Interpretation: the literal interpretation of the provisions of the regulations would not deprive the applicant of rights commonly enjoyed by other properties in the same zoning district; Reasonable Use, the applicant can make reasonable use of the property without the requested variance. Minimum Required, the granting of the variance is not the minimum variance will make possible the reasonable use of the land or structure. Lucy Parkman seconded the motion.

Board Members voting aye: Dick Conville (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)

Board Members voting nay: Bernard Green (via GoToMeeting)
Stacy Ready (via GoToMeeting)
Brandon Williams (via GoToMeeting)

BUSINESS MEETING

There being no further business, Stacy Ready made a motion to adjourn the meeting. The motion was seconded by James Trussell. The meeting was adjourned at 4:47 PM.

Shawn Harris, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 18, 2021

Re: Adopt a Resolution authorizing the Mayor to execute those documents and agreements required in connection Phase 2 Water Improvements at Plant 1 with the application for the Drinking Water Systems Improvements Revolving Loan Fund Program through the Local Governments and Rural Water System Improvements Board and naming Toby Barker, Mayor, as the authorized representative for the City of Hattiesburg.
File Number: 2021-408
Minute Book #

Summary

Adopt a Resolution authorizing the Mayor to execute those documents and agreements required in connection with the application for the Drinking Water Systems Improvements Revolving Loan Fund Program through the Local Governments and Rural Water System Improvements Board and naming Toby Barker, Mayor, as the authorized representative for the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 18, 2021 City Council meeting for consideration.

RESOLUTION AUTHORIZING THE MAYOR OF HATTIESBURG TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING TOBY BARKER, MAYOR AS THE AUTHORIZED REPRESENTATIVE FOR CITY OF HATTIESBURG.

WHEREAS, the City of Hattiesburg is making application for a Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan from the Local Governments and Rural Water Systems Improvements Board; and

WHEREAS, in order to apply for such a loan, the City of Hattiesburg must submit a DWSIRLF Loan application package in compliance with DWSIRLF Program Regulations; and

WHEREAS, such regulations require that the City of Hattiesburg provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE City of Hattiesburg City Council

SECTION 1: That the submission of a DWSIRLF Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement DWSIRLF Loan Program project DWI - L180008. Water Treatment Plant #1, Phase 2.

SECTION 2: That Mayor Toby Barker is authorized to execute and file an application for a DWSIRLF loan on behalf of the City of Hattiesburg with full authority to execute all documents pertaining to the project.

SECTION 3: That Mayor Toby Barker is hereby authorized to be the authorized representative of the project.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of May, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of May, 2021.

(SEAL)

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD
DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND
APPLICATION**

1. LOAN NUMBER

DWI- L180008

2. LOAN APPLICANT'S FISCAL YEAR (Month to Month)

October– September

3. LOAN APPLICANT (Name, Address, Telephone Number)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403-1898

4. PROJECT DESCRIPTION

Rehabilitation of Water Plant No. 1, Phase 2

5. AGREEMENT

The City of Hattiesburg (Loan Applicant) hereby applies for a Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan in the amount of \$ 1,511,936.50 and agrees to comply with the DWSIRLF Program Regulations and all applicable State and Federal laws. I certify that all costs requested for loan award and payment under this DWSIRLF loan have not been, and will not be, also requested or received from other State or Federal agency sources.

Authorized Project Representative (Signature) Date: _____

Printed Name: Toby Barker, Mayor

6. PROJECT COST BREAKDOWN			
ITEM	TOTAL PROJECT COST	LOAN ELIGIBLE REQUESTED*	LOAN AMOUNT COST
Construction	\$ 1,199,949.60	\$ 1,199,949.60	\$ 1,199,949.60
Equipment	\$	\$	\$
Supplies	\$	\$	\$
Testing	\$	\$	\$
Contingency	\$ 119,994.96	\$ 119,994.96	\$ 119,994.96
Land, Easements, Rights-of-Way	\$	\$	\$
Allowance for Facilities Planning & Design	\$ 107,995.46	\$ 107,995.46	\$ 107,995.46
Allowance for Construction Phase Professional Services	\$ 83,996.48	\$ 83,996.48	\$ 83,996.48
Subtotal	\$ 1,511,936.50	\$ 1,511,936.50	\$ 1,511,936.50
DWSIRLF Administrative Fee	\$	\$	\$
Total	\$	\$	\$ 1,511,936.50

***Do not include costs that have been, or will be, also requested or received from other State or Federal agency funding sources.**

7. PROJECT FUNDING SOURCES	
FUNDING SOURCE	AMOUNT
DWSIRLF Loan	\$ 1,511,936.50
CDBG Grant	\$ 0.00
RUS Loan	\$ 0.00
RUS Grant	\$ 0.00
ARC Grant	\$ 0.00
Bond Issue	\$ 0.00
Local Funds (Specify)	\$ 0.00
Other (Specify)	\$ 0.00
Total	\$ 1,511,936.50

8. ESTIMATED PROJECT SCHEDULE	
ACTION	DAYS
Time after loan award needed to submit plans, specifications, and contract documents (all contracts) and related submittals per DWSIRLF Reg. III.D(3)	90
Contract time (longest contract)	280

INSTRUCTIONS FOR THE PROJECT COST BREAKDOWN (BLOCK 6):

1. The "Total Project Cost" column should contain the totals of all costs for each line item of the project. Total project cost includes all costs relating to the project, whether they are eligible or ineligible or whether they will be paid for with DWSIRLF funds or other funds. Calculate a subtotal for the line items.
2. The "Loan Eligible Cost" column should contain the totals of all costs for each line item of the project which have been determined to be eligible by the Mississippi State Department of Health. Do not include any costs that have been, or will be, also requested from other State or Federal agency funding sources or that are not eligible in accordance with the DWSIRLF Program Regulations. Calculate a subtotal for these line items.
3. The "Loan Amount Requested" column should contain the totals of all DWSIRLF eligible costs for each line item for which DWSIRLF funds are being requested. (The Loan Applicant may choose to request less than the entire eligible amount.) Calculate a subtotal for the line items. Add the 5% DWSIRLF Administrative Fee (based on 5% of the subtotal of this column) to reach a total for this column.

INSTRUCTIONS FOR THE PROJECT FUNDING SOURCES (BLOCK 7):

This block should contain a list of all funding sources (including local funds) which will be used to fund the project. The total amount calculated in this block should equal the subtotal amount calculated in Block 7, Column 1, "Total Project Cost."

INSTRUCTIONS FOR THE ESTIMATED PROJECT SCHEDULE (BLOCK 8):

If awarded, the DWSIRLF loan agreement will include a project schedule with which the loan recipient must comply. The schedule will be based on the timeframes supplied in Block 8, an estimated 90 days after submittal of plans, specifications, and contract documents to secure Department approval, and the standard timeframes found in DWSIRLF Reg. III.F.(7), unless justified otherwise.

9. RELATED DOCUMENTS: The following items must be completed and submitted with the loan application form in accordance with DWSIRLF Reg. III.B.2:

A. Items that must be submitted on forms provided by the Department:

1. Procurement Certification on HDWILF74.
2. Loan Applicant's Certification regarding Debarment, Suspension and Other Responsibility Matters on HDWILF88.
3. Construction phase professional service providers' Certification(s) Regarding Debarment, Suspension and Other Responsibility Matters on HDWILF88 (for all professional contracts \$25,000 or greater).
4. Financial capability summary (only if requested loan amount is significantly greater than that shown in facilities plan) on HDWILF14, Attachment 1.
5. Legal Certification on HDWILF69.
6. Executed Preaward Compliance Review Report (EPA Form 4700-4).
7. Request for Taxpayer Identification Number and Certification (IRS Form W-9).
8. All applicable waste disposal permit applications (if not previously submitted).

B. Other submittals:

1. Draft user charge system and ordinance/corporate resolution.
2. Detailed cost proposal for planning and design phase professional services (only if the requested Allowance for Facilities Planning and Design exceeds the recommended maximum from DWSIRLF Regulations, Appendix B, Table 1).
3. All proposed or executed contracts for bidding and construction phase professional services (for required contents, see HDWILF44).
4. Detailed cost proposal for bidding and construction phase professional services (only if the requested Allowance for Construction Phase Professional Services exceeds the recommended maximum from DWSIRLF Regulations, Appendix B, Table 2).
5. Copies of all required intergovernmental review (IGR) agency clearances/permits or copies of letters from the appropriate IGR agencies which state that no clearances/permits are required (if not previously submitted).
6. Clearance from the Mississippi Department of Finance and Administration/Office of Policy Development and New Initiatives.
7. Certified copy of a resolution by the loan applicant's governing body which authorizes submission of the application and designates an individual or office as authorized representative.
8. All existing or proposed interlocal agreements. Such agreements must be executed prior to loan offer.
9. Documentation of loan applicant's tax exempt status under federal or state law (only if other than a county, municipality or district).

**DWSIRLF Loan Program
PROCUREMENT CERTIFICATION**

Loan Applicant: City of Hattiesburg

Loan Number: DWI-L180008

We (the Loan Applicant and the undersigned Legal Counsel) understand that this Procurement Certification (hereinafter "Certification") is a material representation of fact upon which reliance is placed by the Mississippi State Department of Health (hereinafter "MSDH") regarding state financial assistance under Section 41-3-16, Mississippi Code of 1972, as amended (Local Governments and Rural Water Systems Improvements Revolving Loan Program Act) to construct the drinking water system improvements project identified above.

We understand that we shall immediately provide written notice to MSDH if at any time we learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

We certify that we have received, reviewed and understand the state's law regarding procurement as it applies to local governments. We further understand that the Drinking Water Systems Improvements Revolving Loan Fund Program (DWSIRLF) Regulations, Appendix D, require that all loan recipients (including water associations) must comply with State Purchasing Laws as they apply to local governments.

We understand that we must maintain all documents, papers, and records regarding all procurement and that any employee of the MSDH or its designated representatives has a right of access to any such documents, papers and/or record for purposes of review, audit, examination, excerpts, and transcriptions.

We further certify that the Loan Applicant has procured and will procure all professional services (e.g. engineering, observation, architectural, administrative, testing, financial, and legal) required for this project in accordance with state law and regulations as they apply to local governments.

We further certify that all applicable plans, specifications, contract documents, and purchase orders for construction, equipment, materials and supplies for this project, including all subsequent change orders, have been and will be prepared, and all related work has been and will be procured in accordance with state public purchasing law, Section 31-7-1 through 73, Mississippi Code of 1972, as amended, as it applies to local governments.

We understand that MSDH may report violations and/or suspected violations to the appropriate state authorities in accordance with applicable state law and/or as determined appropriate by MSDH.

We understand that if MSDH discovers that any of the procurement requirements were violated or that the Loan Applicant rendered an erroneous Certification, in addition to all other remedies available, the State Health Officer, or his designee, may determine that the related costs are unallowable and may require repayment of all loan funds paid for such costs, in accordance with Section III.H.(6) of the DWSIRLF Program Regulations. We also understand that violations of the state public purchasing laws may subject us to further penalties as described in Sections 31-7-55, 31-7-57 and/or 97-7-10, Mississippi Code of 1972, as amended.

As the Loan Applicant's authorized representative, I certify under penalty of law that I have personally examined and am familiar with the information described herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, believe the submitted information is true, accurate and complete.

Authorized Representative (Signature)

Toby Barker, Mayor

Printed Name

Date

Legal Counsel (Signature)

Printed Name

Date

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES**

DWSIRLF Loan Number: DWI - L180008

DWSIRLF Loan Recipient: City of Hattiesburg

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under Section 97-7-10, Mississippi Code of 1972, as amended, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Toby Barker, Mayor
Name and Title of Authorized Representative

Signature of Authorized Representative

Date

___ I am unable to certify to the above statements. Attached is my explanation for not being able to sign this certification.

Loan Recipient's Name: _____

Telephone Number: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES**

DWSIRLF Loan Number: DWI - L180008

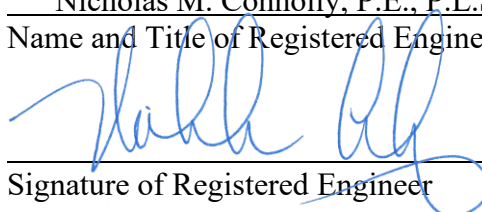
DWSIRLF Loan Recipient: City of Hattiesburg

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U. S. C. ' 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Nicholas M. Connolly, P.E., P.L.S.
Name and Title of Registered Engineer


Signature of Registered Engineer

4-22-2021
Date

_____ I am unable to certify to the above statements. Attached is my explanation for why I am unable to sign this certification.

Registered Engineer's Name: Nicholas Connolly, PE, PLS

Telephone Number: 601-544-1821

DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING
LOAN FUND PROGRAM
LEGAL CERTIFICATION

Loan Applicant: City of Hattiesburg

Loan Number: DWI- L180008

We, the undersigned Authorized Representative and Legal Counsel, certify that:

1. The loan applicant has authority under state laws and regulations to:
 - a. Receive DWSIRLF loan assistance,
 - b. Collect user charges through an enforceable user charge ordinance/corporate resolution,
 - c. Repay the loan under the terms of the loan agreement,
 - d. Comply with all other terms of the loan agreement, and
 - e. Own, operate, maintain and replace the facilities to be constructed with DWSIRLF loan funds.
2. There are no restrictions under state laws or regulations regarding indebtedness which may prevent the loan applicant from executing the DWSIRLF loan agreement and implementing the project.

We understand that this Legal Certification (hereinafter "Certification") is a material representation of fact upon which reliance is placed by the Mississippi State Department of Health (hereinafter "MSDH") regarding state financial assistance under Section 41-3-16 Mississippi Code of 1972, as amended (Local Governments and Rural Water Systems Improvements Revolving Loan Program Act) to undertake the drinking water systems construction project described in the loan application.

We understand that we shall immediately provide written notice to MSDH if at any time we learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As the applicant's Authorized Representative, I certify under penalty of law that I have personally examined and am familiar with the information submitted herein and, based on my inquiry of those individuals immediately responsible for obtaining the information, believe the submitted information is true, accurate and complete.

Applicant's Authorized Representative (Signature)

Legal Counsel (Signature)

Toby Barker, Mayor

Printed Name

Printed Name

Date

Date

**Preaward Compliance Review Report for
All Applicants and Recipients Requesting EPA Financial Assistance**
Note: Read instructions on other side before completing form.

I.	Applicant/Recipient (Name, Address, State, Zip Code).	DUNS No.
Ciry of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39403		
II.	Is the applicant currently receiving EPA assistance?	
No		
III.	List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
N/A		
IV.	List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
N/A		
V.	List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))	
N/A		
VI.	Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.	
✓ Yes No a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). ✓ Yes No b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. Yes No		
VII.	Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95)	
✓ Yes No a. Do the methods of notice accommodate those with impaired vision or hearing? ✓ Yes No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? ✓ Yes No c. Does the notice identify a designated civil rights coordinator? Yes ✓ No		
VIII.	Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))	
YES		
IX.	Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)	
YES		
X.	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.	
N/A		
XI.	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.	
N/A		

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official	B. Title of Authorized Official Lamar Rutland, P.E.	C. Date
-------------------------------------	--	---------

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official See * note on reverse side	B. Title of Authorized EPA Official	C. Date
---	-------------------------------------	---------

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Hattiesburg

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☒ Other (see instructions) ▶

Municipality

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

200 Forrest Street

Requester's name and address (optional)

6 City, state, and ZIP code

Hattiesburg, MS 39401

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 4 - 6 0 0 0 4 3 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Sharon Wanta

Date ▶

8/29/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DOCUMENT B-1
WATER ORDINANCE

ORDINANCE NO. 3205
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 28-13(A) & SECTION 28-13 (C) OF
THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING
ORDINANCE NUMBER 1857, LAST AMENDED BY ORDINANCE
NUMBER 3196, ADOPTED APRIL 28, 2016, SO AS TO ESTABLISH
CHARGES FOR WATER SERVICE AND SUPPLY

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:**

SECTION 1. That Section 28-13 (A) And Section 28-13 (C) of the Code of Ordinances for the City of Hattiesburg, being Ordinance 1857, adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance Number 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008, Ordinance Number 3078 adopted October 4, 2011, Ordinance Number 3110 adopted August 6, 2013, and Ordinance Number 3196 adopted April 28, 2016 be and the same is hereby amended to read as follows, to-wit:

Sec. 28-13 Schedule of rates.

A. Effective September 1, 2016, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$4.82
Over 100,000.....	\$4.00

There shall be a monthly minimum charge to customers and consumer of sixteen dollars and no cents (\$16.00).

Effective September 1, 2017, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 --100,000.....	\$5.06
Over 100,000.....	\$4.20

There shall be a monthly minimum charge to customers and consumers of sixteen dollars and eighty cents (\$16.80).

Effective September 1, 2018, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 – 100,000.....	\$5.31
Over 100,000.....	\$4.41

There shall be a monthly minimum charge to customers and consumers of seventeen dollars and sixty-four cents (\$17.64).

Effective September 1, 2019, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	Rate per Thousand
1,000 – 100,000.....	\$5.58
Over 100,000.....	\$4.63

There shall be a monthly minimum charge to customers and consumers of eighteen dollars and fifty-two cents (\$18.52).

B. No free water shall be furnished to any user.

C. Effective September 1, 2016, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of four dollars and eighty-two cents (\$4.82) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2017, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of five dollars and six cents (\$5.06) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2018, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of five dollars and thirty-one cents (\$5.31) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2019, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of five dollars and fifty-eight cents (\$5.58) per thousand (1,000) gallons of water, with no quantity discount.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance Number 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008, Ordinance Number 3078 adopted October 4, 2011, Ordinance Number 3110 adopted August 6, 2013, and Ordinance Number 3196 adopted April 28, 2016, shall be and does remain in full force and effect as adopted.

SECTION 3. This Ordinance shall take effect and be in force immediately, from and after September 6, 2016, to allow citizens to benefit from the adjusted rate as quickly as possible.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado, seconded by Council member Naylor and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Ordinance adopted, this the 6th day of September, A.D., 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

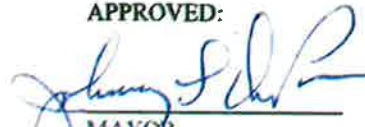

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 6th day of September, A.D., 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

DOCUMENT B-3
ENGINEERING CONTRACT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
The City of Hattiesburg _____ ("Owner") and
Shows, Dearman and Waits, Inc. _____ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Rehabilitate Water Treatment Plant #1 _____ ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Design and preparation of plans and specifications for the intended rehabilitation further defined in the scope of this agreement under Exhibit A, coordinate submission of construction plans and specifications to the MSDOH, and provide construction engineering and inspection services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, DELETED

- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

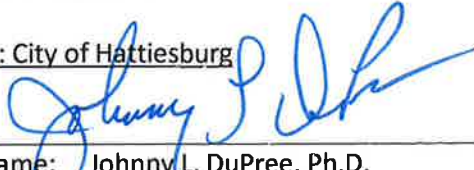
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Hattiesburg

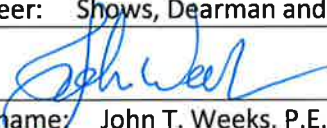
By: 

Print name: Johnny L. DuPree, Ph.D.

Title: Mayor

Date Signed: 2-21-17

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: John T. Weeks, P.E.

Title: Vice-President

Date Signed: 2/13/17

Engineer License or Firm's Certificate No. (if required):

18912 E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Nicholas M. Connolly, P.E., P.L.S.

Title: Vice-President

Phone Number: 601-544-1821

E-Mail Address: nick@sd-w.com

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A. Study and Report Phase Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: N/A
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify 2 alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
N/A
15. Furnish digital review copies of the Report and any other Study and Report Phase deliverables to Owner within 120 days of the Effective Date and review it with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish digital copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of

Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 90 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating,

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction

Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any

Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means,

methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to

such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final

payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and

Exhibit A – Engineer's Services

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- f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the

Exhibit A – Engineer's Services

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acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

PART 3 - SCOPE

A3.01 The OWNER intends to rehabilitate the Water Treatment Plant #1 to include the following:

- A. Upgrade to the existing aerators to a gravity system
- B. Upgrade to chemical feed and mixing system
- C. Plant instrumentation
- D. Building upgrades
- E. Replacement of gravity filtration media and piping network
- F. Replace valves
- G. Ventilation of pipe gallery
- H. Other items of work as directed by the City upon completion of the Study and Report Phase

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to nine (9) percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses:
NONE

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase	15%
Preliminary Design Phase	35%
Final Design Phase	40%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$560,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 360 day construction schedule.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2018) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2018) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule - 2017

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$105/hour
Graduate Engineer	\$105/hour
Senior AutoCad Technician	\$105/hour
AutoCad Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$100,000
 - 2) Bodily injury by disease, each employee: \$100,000
 - 3) Bodily injury/disease, aggregate: \$500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate:
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000
- g. Other (specify): N/A

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Shows, Dearman and Waits, Inc.
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
 - d. N/A
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

- B. *Indemnification by Owner:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

DOCUMENT B-5
INTERGOVERNMENTAL REVIEWS



Engineering Progress

September 19, 2019

MS Department of Wildlife, Fisheries, & Parks
2148 Riverside Drive
Jackson, MS 39202-1353

Attn: Kyle Swanier, Conservation Biologist
RE: Facilities Plan – SRF Loan Water Improvements

Dear Mr. Swanier,

The City of Hattiesburg is applying for a State Revolving Loan Fund through the MS Department of Health to rehabilitate the Water Treatment Plant located off of Old US Highway 11. Attached is an improvement recommendation letter sent to the City of Hattiesburg in October of 2017. This letter contains a detailed general scope of the project. I have also enclosed a project location map for your records.

To meet the program requirements, we want to request an Environmental Assessment from the MS Department of Wildlife, Fisheries and Parks for this project.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy L. Riley', is written over the name and title.

Ivy L. Riley
Project Manager

/Enclosures

October 17 2019

MS Department of Wildlife, Fisheries, & Parks
2148 Riverside Drive
Jackson, MS 39202-1353

Attn: Kyle Swanier, Conservation Biologist
RE: Facilities Plan – SRF Loan Water Improvements

Dear Mr. Swanier,

The City of Hattiesburg is applying for a State Revolving Loan Fund through the MS Department of Health to rehabilitate the Water Treatment Plant located off of Old US Highway 42. Attached is an improvement recommendation letter sent to the City of Hattiesburg in October of 2017. This letter contains a detailed general scope of the project. I have also enclosed a project location map for your records.

To meet the program requirements, we want to request an Environmental Assessment from the MS Department of Wildlife, Fisheries and Parks for this project.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,



Ivy L. Riley
Project Manager

/Enclosures

Water Treatment Plant No. 1 Improvements

Internal Id # 1233
Project # 1273-W015
Status Pending Verification

(Lat, Long) (31.21033000, -89.19521000)
County[s] Forrest
City[s] Hattiesburg

Project Type Water - Other
Project Description The City of Hattiesburg is applying for a State Revolving Loan Fund through the MS Dept of Health to rehabilitate the Water Treatment Plant No. 1.

File Attachments



1273-W015_Request_MS WFP

Additional Comments

10/17/2019: iriley@sd-w.com
Please forward any billing to Rene Culpepper. Thanks.

[Back to List](#)



Mississippi
Department of Wildlife, Fisheries, and Parks

Sam Polles, Ph.D.
Executive Director

November 12, 2019

SDW
301 Second Avenue
Hattiesburg, MS 39401

Re: Water Treatment
Plant No. 1
Improvements
Forrest County, MS

Project # 1273-W015
Internal Id 1233

To Ivy Riley:

In response to your request for information dated **October 17, 2019**, we have searched our database for occurrences of state or federally listed species and species of special concern that occur within 2 miles of the site of the proposed project. Please find our concerns and recommendations below.

The following species of concern may occur within 2 miles of the proposed project area:

Scientific Name	Common Name	Federal Status	State Status	State Rank
<i>Acipenser oxyrinchus desotoi</i>	Gulf Sturgeon	LT	LE	S1
<i>Aristida simpliciflora</i>	Southern Three-awned Grass			S1S2
<i>Columbina passerina</i>	Common Ground-Dove			S2
<i>Creaserinus danielae</i>	Speckled Burrowing Crayfish			S2
<i>Crotalus adamanteus</i>	Eastern Diamondback Rattlesnake			S3S4
<i>Cyclonaias refulgens</i>	Purple Pimpleback			S3S4
<i>Cyperus polystachyos</i> var. <i>polystachyos</i>	Many-spike Flatsedge			S2S3

Scientific Name	Common Name	Federal Status	State Status	State Rank
<i>Eleocharis olivacea</i>	Capitate Spikerush			S2?
<i>Farancia erythrogramma</i>	Rainbow Snake		LE	S2
<i>Graptemys flavimaculata</i>	Yellow-blotched Map Turtle	LT	LE	S2
<i>Incilius nebulifer</i>	Gulf Coast Toad			S3S4
<i>Lestes rectangularis</i>	Slender Spreadwing			S3
<i>Liodytes rigida</i>	Glossy Crayfish Snake			S3
<i>Lobelia appendiculata</i>	Ear-flower Lobelia			S3
<i>Macrochelys temminckii</i>	Alligator Snapping Turtle			S3
<i>Moxostoma carinatum</i>	River Redhorse			S2S3
<i>Moxostoma erythrurum</i>	Golden Redhorse			S3
<i>Obovaria unicolor</i>	Alabama Hickorynut			S1S2
<i>Percina aurora</i>	Pearl Darter	LT	LE	S1
<i>Rhynchospora capitellata</i>	Brownish Beakrush			S2S3
<i>Schizachyrium stoloniferum</i>	Creeping Bluestem			S1
<i>Somatochlora provocans</i>	Treetop Emerald			S2
<i>Stewartia malacodendron</i>	Silky Camellia			S3S4
<i>Utricularia inflata</i>	Swollen Bladderwort			S3S4

State Rank

S1 - Critically imperiled in Mississippi because of extreme rarity (5 or fewer occurrences or very few remaining individuals or acres) or because of some factor(s) making it vulnerable to extirpation.

S2 - Imperiled in Mississippi because of rarity (6 to 20 occurrences or few remaining individuals or acres) or because of some factor(s) making it vulnerable to extirpation.

S3 - Rare or uncommon in Mississippi (on the order of 21 to 100 occurrences).

State and Federal Status

LE Endangered - A species which is in danger of extinction throughout all or a significant portion of its range.

LT Threatened - A species likely to become endangered in foreseeable future throughout all or a significant portion of its range.

Based on the information provided, we conclude that if best management practices are properly implemented, monitored, and maintained (particularly measures to prevent, or at least, minimize negative impacts to water quality), the proposed project likely poses no threat to listed species or their habitats.

Recommendations:

As listed above, there are 24 species of concern within a 2-mile radius listed in our database for the proposed water

treatment plant rehabilitation project in Hattiesburg, MS (31.35010700, -89.33126600). Of the 24 species listed, four species are listed as state endangered, and three of those four state endangered species are also listed as federally threaten. Concerns for this project are the potential for sediment and pollutants to enter into nearby streams and waterbodies, such as the Leaf River. Activities that modify the landscape can be detrimental because they can adversely affect water quality by increasing herbicide and pesticide load, silt load, exhaust runoff from roads, and other unintentional pollutants. These factors may negatively impact habitat conditions by detrimentally affecting respiration, feeding, and reproduction of amphibians, bats, birds, fishes, insects, turtles, and vegetation. As such, we recommend that best management practices be properly implemented, maintained, and monitored regularly for compliance. Specific emphasis should be placed on measures that help minimize the occurrence of excess sedimentation, suspended particulate matter, and contaminants at the project site and surrounding areas from leaving in stormwater run-off or from direct entry into nearby streams and waterbodies. Please check MS Department of Environmental Quality for BMP.

Please feel free to contact us if we can provide any additional information, resources, or assistance that will help minimize negative impacts to the species and/or ecological communities identified in this review. We are happy to work with you to ensure that our state's precious natural heritage is conserved and preserved for future Mississippians.

Completed by Quentin Fairchild

The Mississippi Natural Heritage Program (MNHP) has compiled a database that is the most complete source of information about Mississippi's rare, threatened, and endangered plants, animals, and ecological communities. The quantity and quality of data collected by MNHP are dependent on the research and observations of many individuals and organizations. In many cases, this information is not the result of comprehensive or site-specific field surveys; most natural areas in Mississippi have not been thoroughly surveyed and new occurrences of plant and animal species are often discovered. Heritage reports summarize the existing information known to the MNHP at the time of the request and cannot always be considered a definitive statement on the presence, absence or condition of biological elements on a particular site.



Engineering Progress

June 5, 2019

State Historic Preservation Officer
Mississippi Department of Archives and History
P.O. Box 571
Jackson, MS 39205

Attn: Hal Bell, Review and Compliance Officer

**RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg**

Dear Mr. Bell:

The City of Hattiesburg is applying for a State Revolving Loan Fund through the MS Department of Health to rehabilitate the Water Treatment Plant located off of Old US Highway 11. Attached is an improvement recommendation letter sent to the City of Hattiesburg in October of 2017. This letter contains a detailed general scope of the project.

To meet the program requirements, we want to request an Environmental Assessment from the MDAH for this project.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,


Ivy Riley
Project Manager

/Enclosures



HISTORIC PRESERVATION DIVISION
P. O. BOX 571
Jackson, MS 39205-0571
Phone 601-576-6940 Fax 601-576-6955
Website: mdah.ms.gov

June 7, 2019

Ms. Ivy L. Riley
SDW Engineering
301 Second Avenue
Hattiesburg, Mississippi 39401

RE: Proposed rehabilitation of water treatment plant, Old US Highway 11, Hattiesburg,
through the State Revolving Loan Fund, (DoH) MDAH Project Log #06-049-19,
Forrest County

Dear Ms. Riley:

We have reviewed your June 5, 2019, request for a cultural resources assessment, received on June 7, 2019, for the above referenced projects in accordance with our responsibilities under Section 106 of the National Historic Preservation Act and 36 CFR Part 800. After review, we need more information before we can complete our comments. We need project location information (street address, Section, Township, Range #'s, lat/longs, etc.), USGS quad maps with the exact project locations marked, and photographs of the project area in order to determine the effect of the proposed project, particularly the 1930's Aerator Building. We look forward to receiving this additional information and completing our comments. I am also enclosing a copy of our Request for Cultural Resources Assessment form that should be submitted with the required information for this and future projects.

If you have any questions, please do not hesitate to call us at (601) 576-6940.

Sincerely,

A handwritten signature in black ink that reads "Hal Bell". The signature is written in a cursive, flowing style.

Hal Bell
Review and Compliance Officer

FOR: Katie Blount
State Historic Preservation Officer



Engineering Progress

June 21, 2019

State Historic Preservation Officer
Mississippi Department of Archives and History
P.O. Box 571
Jackson, MS 39205

Attn: Hal Bell, Review and Compliance Officer

**RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg**

Dear Mr. Bell:

Per your request please find the attached cultural resources assessment form and a USGS map enclosed.

If you have any questions or comments, please contact us.

Sincerely,


Ivy Riley
Project Manager

/Enclosures



HISTORIC PRESERVATION DIVISION
P. O. BOX 571
Jackson, MS 39205-0571
Phone 601-576-6940 Fax 601-576-6955
Website: mdah.ms.gov

June 28, 2019

Ms. Ivy Riley
SDW Engineering Process
301 Second Avenue
Hattiesburg, Mississippi 39401

RE: Proposed rehabilitation of Water Treatment Plant No. 1, Lakeview Road, Hattiesburg,
(DoH) MDAH Project Log #06-132-19, Forrest County

Dear Ms. Riley:

We have reviewed your June 21, 2019, request for a cultural resources assessment, received on June 25, 2019, for the above referenced projects in accordance with our responsibilities under Section 106 of the National Historic Preservation Act and 36 CFR Part 800. After review, it is our determination due to the topography of the area and presence of recorded sites in close proximity, that a cultural resources survey should be performed by a qualified archaeologist. The resulting report should reference the project log number above on the title page.

A list of individuals who have represented themselves as being willing and qualified to do archaeological survey work in Mississippi will be furnished upon request. A copy of this letter should be made available to the contracting archaeologist(s).

It is also our determination that the Hattiesburg Water Treatment Plant #1 [035-HAT-2339.1] is eligible for listing in the National Register of Historic Places. It is also our determination that we need more information before we can complete our comments. We need a detailed scope-of-work and plans in order to determine the effect of the proposed improvements. We look forward to receiving this additional information and completing our comments.

If you have any questions, please do not hesitate to contact us at (601) 576-6940.

Sincerely,

A handwritten signature in black ink that reads "Hal Bell". The signature is fluid and cursive, with the first name "Hal" and last name "Bell" clearly distinguishable.

Hal Bell
Review and Compliance Officer

FOR: Katie Blount
State Historic Preservation Officer



HISTORIC PRESERVATION DIVISION
P. O. BOX 571
Jackson, MS 39205-0571
Phone 601-576-6940 Fax 601-576-6955
Website: mdah.ms.gov

July 23, 2019

Ms. Ivy Riley
SDW Engineering Process
301 Second Avenue
Hattiesburg, Mississippi 39401

RE: Proposed rehabilitation of Water Treatment Plant No. 1, Lakeview Road, Hattiesburg,
(DoH) MDAH Project Log #06-132-19, Forrest County

Dear Ms. Riley:

We have reviewed information supplied in an e-mail received on July 18, 2019, from Mr. Ed Jackson, for the above referenced projects in accordance with our responsibilities under Section 106 of the National Historic Preservation Act and 36 CFR Part 800. After review, it is our determination there is no need for an archaeological survey.

However, we are going to need more information about the proposed rehabilitation of Hattiesburg Water Treatment Plant #1 [035-HAT-2339.1] before we can complete our comments. We need photographs, a detailed scope-of-work, plans, drawings, specifications, etc., in order to determine the effect of the proposed improvements. We look forward to receiving this additional information and completing our comments.

If you have any questions, please do not hesitate to contact us at (601) 576-6940.

Sincerely,

Hal Bell
Review and Compliance Officer

FOR: Katie Blount
State Historic Preservation Officer



Engineering Progress

July 30, 2019

State Historic Preservation Officer
Mississippi Department of Archives and History
P.O. Box 571
Jackson, MS 39205

Attn: Hal Bell, Review and Compliance Officer

**RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg**

Dear Mr. Bell:

Per your request please find the following:

1. Set of Plans hard copy 11x17 (1)
2. Set of Plans Electronic copy (1)
3. Photographs (1 CD)

Specifications for this project has not been completed. However, the specifications will not include any modifications to the original foundation or design of the historical buildings, the specifications provide construction design requirements and guidance to the contractor when the construction phase has begun.

In regards to the rehabilitation of Plant #1 the following is the scope of work to be completed at the plant:

1. 1930's Aerator Building:
 - a. Replace the existing forced draft aerators with cascade aerators.
 - b. Re-pipe the inlet piping to the top of the aerators.
 - c. Repair the spalls in the concrete of the existing structure and repaint the painted surfaces of the building.
 - d. Remove the sludge from the clear well.
 - e. Remove all abandoned equipment, panels, wiring, and duct work.
2. 1990's Aerator Building:
 - a. Remove the sludge from the clear well.

3. Rapid Mix Tank:

- a. Coat the interior of the tank with an impermeable membrane to stop leaks.
- b. Install a new gear box for the mixer.

4. Filter Building:

- a. Replace the filter media.
- b. Replace the Leopold control panels in the filter area.
- c. Repaint the air scour piping.
- d. Replace the air blower for the air scour.
- e. Add an exhaust fan in the basement below the high service pumps.
- f. Replace the exterior windows in the filter area.
- g. Replace all the pipes, valves, and actuators in the pipe gallery beneath the filters.
- h. Inspection of the upper plant roof.
- i. Add a master magnetic meter to determine the plant flow.
- j. Add an exterior camera security system.
- k. Remove all abandoned equipment, panels, wiring, and duct work.
- l. Replace the spiral staircase into the basement below the high service pumps.

5. Chemical Building:

- a. Add redundancy to the lime and fluoride feeders.
- b. Upgrade the chlorine room.

6. Ground Storage Tank:

- a. Inspect the interior of the tank.

7. Generator:

- a. Add an automatic transfer switch to the existing generator.

8. Access Roads:

- a. Repair and repave the access road from Old Highway 42 to the upper plant.
- b. Repair and repave the access road from the upper plant to the lower plant.

1930's Aerator Building:

The original gravity based, cascade aerators in the aerator building were replaced with forced draft aerators in 1992. The existing tray aerators were demolished, a new floor slab was poured over part of the existing floor, the inlet piping was redone, and new forced air aerators were installed.

The operation of the forced draft aerators is problematic in the current configuration because of the continual maintenance required to keep the blowers running. Other problems include the additional costs required for power to the blowers and the maintenance of the required electrical system.

Our recommendation is that the forced aerators be removed and new stainless steel cascade aerators be installed. We evaluated the cost of stainless steel and fiberglass construction for the cascade aerators and the cost difference was minimal.

Removal of the existing forced draft aerators and installation of the cascade aerators will require the removal of some of the architectural stone panels on the exterior of the building. This limits the size of the aerators that can be installed. The maximum opening size that can be obtained is approximately 9.5 feet wide by 14 feet high. We have determined that it should be possible to install aerators with a size of 8 feet wide and 11 feet high into the building, and recommend that size aerator. With a width of 8 feet, and a height of 11 feet we have determined that an aerator length of 80 feet would be required to maintain the amount of aeration required to satisfy the amount of filter capacity at Plant #1. Therefore, we are recommending four 20-foot long x 8-foot wide x 11-foot high stainless steel cascade aerators.

The installation of the aerators will require some changes to the inlet piping. Currently the piping comes up out of the valve pit, over the wall, through a venture meter, and then feeds in to the bottom of the forced draft aerators. The piping is supported on several concrete piers. The piping would be required to be re-routed to the bottom of the cascade aerators, also discharge piping would be required to route the discharge from the cascade aerators to the spillway. The existing forced draft aerators short-circuit the original flow in the storage basin by discharging directly into the basin, instead of the spillway.

There is a considerable amount of abandoned equipment, wiring, panels, and electrical ductwork in the aerator building. This abandoned material causes confusion during maintenance operations. We recommend that this equipment be removed.

Over the years sludge has accumulated in the clear well beneath the aerators in the 1930's Aerator Building. We recommend that the clear well be drained and the sludge removed.

There are also some minor repair items required in the aerator building, such as spalled areas on the concrete, painting the interior, etc.

1990's Aerator Building:

Over the years sludge has also accumulated in the clear wells in the 1990's Aerator Building. We recommend that the clear wells be drained and any sludge removed.

The gear box on the rapid mixer in the 1990's Aerator Building is in need of replacement. We recommend replacing this gear box with a new one.

Rapid Mix Tank:

The rapid mix tank is a concrete tank that was installed in 1992. The tank is leaking around the bottom. We recommend coating the interior of the tank with an elastomeric coating system that will seal the leaks and stand up to the corrosive nature of the chemicals in the tank.

The gear box in the Rapid Mix Tank is in need of replacement. We recommend replacing this gear box with a new one.

Filter Building

The filter building was constructed in the 1930's, rehabilitated in 1961, and rehabilitated again in 1992. During the 1992 rehabilitation the filter media was replaced, and has not been replaced since. Design life on filter media is 10 to 15 years, therefore, we recommend replacing the filter media.

The Leopold control panels in the filter area were installed during the 1992 rehabilitation. The controls feature obsolete technology and do not include a PLC. Our recommendation is that these control panels be replaced with new Leopold panels which would be stainless steel. The PLC installed by Control Systems Inc. during the energy efficiency upgrade could be re-used with the Leopold panels.

An air scour system was also installed during the 1992 renovation. The air scour piping is stainless steel and in fair shape but the paint on the piping, inside the filter area (behind the glass wall), is in poor shape and needs repainting. We recommend cleaning the pipe to bare metal, in this area, and recoating.

The blower for the air scour system was also installed in 1992 and is reaching the end of its useful life. Therefore, we recommend replacing the air scour blower with a new one.

There is a basement under the pump room in the filter building. The basement contains the inlet and discharge piping for the high-pressure pumps in the pump room. Because this is the room with the lowest elevation in the plant it is not uncommon for heavier than air, gaseous chemicals, such as chlorine, to collect in this area. There is currently no significant ventilation for the area. We recommend installing an exhaust fan in the area to disperse any chemicals that may collect here.

The windows in the filter area are in very poor shape, with the glass mostly broken and the frames corroded by the chemical fumes in the filters. The windows appear to be original to the 1930's construction of the plant. There are 12 windows with dimensions of approximately 5 feet

x 9 feet with 30 glass panes. We recommend replacing the windows in the filter area with aluminum framed windows with no glass, that have a similar light configuration as the existing windows. We also recommend replacing the window at the west end of the walkway with an aluminum framed window with similar light configuration as the existing windows but with glass in the panes, and an operable casement.

The pipes in the filter pipe gallery have rusted bolts and lead joints. We recommend the removal and replacement of all of the accessible pipes in the filter pipe gallery with new ductile iron piping with stainless steel bolts. We also recommend replacing the valves and actuators.

The piping in the filter pipe gallery is currently not color coded. We recommend that after replacing the piping the pipes and valves should be painted in colors according to the "Ten States Standard". At the same time, we would also recommend painting the walls, ceiling, and floors of the pipe gallery.

The roof of the Filter Building was last replaced in the 1980's. We would recommend an inspection of the roof by a qualified roofing inspector, and the repair or replacement of the roof as recommended by the inspector.

There is currently no security camera system at the plant. In the future, it should be possible to remotely operate Plant #1 from Plant #2. In that case there would be no operator on site at Plant #1 to maintain the security of the plant. We would recommend the installation of a security camera system in order to maintain site security.

There is a large amount of abandoned piping, electrical equipment, etc. at the Filter Building. This material is left over from previous plant upgrades, repairs, etc. We would recommend the removal of all of this material in order to make future repairs easier.

The spiral staircase leading to the basement below the high service pumps is in poor condition. Corrosion of the staircase has been caused by the amount of water and chemicals it has been exposed to over the last 90 years. We would recommend that the staircase be replaced with a new steel, or possibly aluminum, staircase.

Chemical Building

There is currently only one lime feeder and fluoride feeder in the Chemical Building. This equipment feeds the supply line from the 1930's Aerator Building into the Rapid Mix Tank. We recommend that a second lime feeder and fluoride feeder be added because, due to the nature of the materials involved, these items are prone to breakdowns and are commonly under repair.

The equipment in the chlorine room of the Chemical Building is in poor condition. The scales are not accurate and the chlorine supply equipment is out of date. We recommend replacing this equipment.

Ground Storage Tank

The condition of the interior of the Ground Storage Tank is unknown. As far as we can determine, there hasn't been an inspection of the interior of the tank since its installation in the 1930's. The tank must have been drained during the 1990's rehabilitation of the plant to install the new influent lines, but it is unknown if it was inspected at that time. We recommend that the interior of the tank be inspected for leaks, breaks, etc. This will require the use of either divers, or remote operated vehicles in the tank.

Generator

The generator does not currently include an automated transfer switch to change the power over from line power to generator power. We recommend that an automatic transfer switch be added.

Access Roads

The access road from Old Highway 42 to the upper plant, the access road from the upper plant to the lower plant, and the parking lot adjacent to the upper plant are in poor condition. We recommend repairing the failures in these areas, leveling where necessary, and resurfacing the roads in asphalt. The road from Old Highway 42 to the upper plant is approximately 1500 feet long and 16 feet wide, the road from the upper plant to the lower plant is approximately 1800 feet long and 16 feet wide, and the upper plant parking lot is approximately 6,000 square feet.

If you have any questions or we can be of further assistance please do not hesitate to call me at (601) 544-1821.

Yours Sincerely,



Nicholas M. Connolly, P.E., P.L.S.
Vice President



HISTORIC PRESERVATION DIVISION
P. O. BOX 571
Jackson, MS 39205-0571
Phone 601-576-6940 Fax 601-576-6955
Website: mdah.ms.gov

August 19, 2019

Mr. Nicholas Connolly
SDW Engineering Process
301 Second Avenue
Hattiesburg, Mississippi 39401

RE: Proposed rehabilitation of Water Treatment Plant No. 1, Lakeview Road, Hattiesburg,
(DoH) MDAH Project Log #08-018-19 (06-132-19), Forrest County

Dear Mr. Connolly:

We have reviewed your letter, dated July 30, 2019, received on August 5, 2019, for the above referenced project in accordance with our responsibilities under Section 106 of the National Historic Preservation Act and 36 CFR Part 800. After review, it is our determination that the roof flashing shall not cover the concrete coping, nor shall it be visible from the ground. It is also our determination that the historic windows should be restored rather than replaced. With these conditions, we have no reservations with the project.

If you have any questions, please do not hesitate to contact us at (601) 576-6940.

Sincerely,

A handwritten signature in black ink that reads "Hal Bell". The signature is written in a cursive, flowing style.

Hal Bell
Review and Compliance Officer

FOR: Katie Blount
State Historic Preservation Officer



Engineering Progress

June 5, 2019

Natural Resources Conservation Service
113 Fairfield Drive, Suite 110
Hattiesburg, MS 39402

Attn: Karl Simon, Resource Soil Scientist

**RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg**

Dear Mr. Simon:

The City of Hattiesburg is applying for a State Revolving Loan Fund through the MS Department of Health to rehabilitate the Water Treatment Plant located off of Old US Highway 11. Attached is an improvement recommendation letter sent to the City of Hattiesburg in October of 2017. This letter contains a detailed general scope of the project.

To meet the program requirements, we want to request an Environmental Assessment from the NRCS for this project.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Riley', is written over the typed name.

Ivy Riley
Project Manager

/Enclosures



Engineering Progress

June 14, 2019

Natural Resources Conservation Service
113 Fairfield Drive, Suite 110
Hattiesburg, MS 39402

Attn: Karl Simon, Resource Soil Scientist

**RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg**

Dear Mr. Simon:

As a part of our previous request with the NRCS dated June 5, 2019, please find a map of the project location for your records.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Riley'.

Ivy Riley
Project Manager

/Enclosures



United States Department of Agriculture

August 21, 2019

Ivy Riley
SDW Engineering Progress
301 2nd Avenue
Hattiesburg MS 39401

Re: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg

Dear Mr. Ivy:

This letter is in response to your request dated June 14, 2019. A review of the proposal indicates that the project activities are not likely to impact prime, unique, statewide, or local important farmland as defined by Protection Policy Act (FPPA); therefore, no further FPPA documentation will be required.

If you should have questions, please contact me 601-583-1184.

Sincerely,

A handwritten signature in blue ink that reads "Paul Caves". The signature is fluid and cursive, with the first name "Paul" and last name "Caves" clearly distinguishable.

Paul Caves
District Conservationist

Natural Resources Conservation Service
100 W. Capitol McCoy Federal Bldg., Suite 1321
Jackson, MS 39269

USDA is an equal opportunity provider, employer, and lender.

FARMLAND CONVERSION IMPACT RATING

PART I (To be completed by Federal Agency)		Date Of Land Evaluation Request 6/14/2019				
Name of Project DWSIRLF Water Plant #1 Rehabilitation		Federal Agency Involved USDA-NRCS				
Proposed Land Use		County and State Forrest Mississippi				
PART II (To be completed by NRCS)		Date Request Received By NRCS 6/24/2019		Person Completing Form: Paul Caves		
Does the site contain Prime, Unique, Statewide or Local Important Farmland? (If no, the FPPA does not apply - do not complete additional parts of this form)		YES ☐	NO ☒	Acres Irrigated	Average Farm Size	
Major Crop(s)	Farmable Land In Govt. Jurisdiction Acres: %	Amount of Farmland As Defined in FPPA Acres: %				
Name of Land Evaluation System Used	Name of State or Local Site Assessment System	Date Land Evaluation Returned by NRCS				
PART III (To be completed by Federal Agency)		Alternative Site Rating				
		Site A	Site B	Site C	Site D	
A. Total Acres To Be Converted Directly						
B. Total Acres To Be Converted Indirectly						
C. Total Acres In Site						
PART IV (To be completed by NRCS) Land Evaluation Information						
A. Total Acres Prime And Unique Farmland						
B. Total Acres Statewide Important or Local Important Farmland						
C. Percentage Of Farmland In County Or Local Govt. Unit To Be Converted						
D. Percentage Of Farmland In Govt. Jurisdiction With Same Or Higher Relative Value						
PART V (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland To Be Converted (Scale of 0 to 100 Points)						
PART VI (To be completed by Federal Agency) Site Assessment Criteria (Criteria are explained in 7 CFR 658.5 b. For Corridor project use form NRCS-CPA-106)		Maximum Points	Site A	Site B	Site C	Site D
1. Area In Non-urban Use		(15)				
2. Perimeter In Non-urban Use		(10)				
3. Percent Of Site Being Farmed		(20)				
4. Protection Provided By State and Local Government		(20)				
5. Distance From Urban Built-up Area		(15)				
6. Distance To Urban Support Services		(15)				
7. Size Of Present Farm Unit Compared To Average		(10)				
8. Creation Of Non-farmable Farmland		(10)				
9. Availability Of Farm Support Services		(5)				
10. On-Farm Investments		(20)				
11. Effects Of Conversion On Farm Support Services		(10)				
12. Compatibility With Existing Agricultural Use		(10)				
TOTAL SITE ASSESSMENT POINTS		160	0	0	0	0
PART VII (To be completed by Federal Agency)						
Relative Value Of Farmland (From Part V)		100	0	0	0	0
Total Site Assessment (From Part VI above or local site assessment)		160	0	0	0	0
TOTAL POINTS (Total of above 2 lines)		260	0	0	0	0
Site Selected:	Date Of Selection	Was A Local Site Assessment Used? YES ☐ NO ☐				
Reason For Selection:						
Name of Federal agency representative completing this form: Paul Caves						
Date: 6/24/2019						

(See Instructions on reverse side)

Form AD-1006 (03-02)

STEPS IN THE PROCESSING THE FARMLAND AND CONVERSION IMPACT RATING FORM

- Step 1 - Federal agencies (or Federally funded projects) involved in proposed projects that may convert farmland, as defined in the Farmland Protection Policy Act (FPPA) to nonagricultural uses, will initially complete Parts I and III of the form. For Corridor type projects, the Federal agency shall use form NRCS-CPA-106 in place of form AD-1006. The Land Evaluation and Site Assessment (LESA) process may also be accessed by visiting the FPPA website, <http://fppa.nrcs.usda.gov/lesa/>.
- Step 2 - Originator (Federal Agency) will send one original copy of the form together with appropriate scaled maps indicating location(s) of project site(s), to the Natural Resources Conservation Service (NRCS) local Field Office or USDA Service Center and retain a copy for their files. (NRCS has offices in most counties in the U.S. The USDA Office Information Locator may be found at http://offices.usda.gov/scripts/ndISAPI.dll/oip_public/USA_map, or the offices can usually be found in the Phone Book under U.S. Government, Department of Agriculture. A list of field offices is available from the NRCS State Conservationist and State Office in each State.)
- Step 3 - NRCS will, within 10 working days after receipt of the completed form, make a determination as to whether the site(s) of the proposed project contains prime, unique, statewide or local important farmland. (When a site visit or land evaluation system design is needed, NRCS will respond within 30 working days)
- Step 4 - For sites where farmland covered by the FPPA will be converted by the proposed project, NRCS will complete Parts II, IV and V of the form.
- Step 5 - NRCS will return the original copy of the form to the Federal agency involved in the project, and retain a file copy for NRCS records.
- Step 6 - The Federal agency involved in the proposed project will complete Parts VI and VII of the form and return the form with the final selected site to the servicing NRCS office.
- Step 7 - The Federal agency providing financial or technical assistance to the proposed project will make a determination as to whether the proposed conversion is consistent with the FPPA.

INSTRUCTIONS FOR COMPLETING THE FARMLAND CONVERSION IMPACT RATING FORM *(For Federal Agency)*

Part I: When completing the "County and State" questions, list all the local governments that are responsible for local land use controls where site(s) are to be evaluated.

Part III: When completing item B (Total Acres To Be Converted Indirectly), include the following:

1. Acres not being directly converted but that would no longer be capable of being farmed after the conversion, because the conversion would restrict access to them or other major change in the ability to use the land for agriculture.
2. Acres planned to receive services from an infrastructure project as indicated in the project justification (e.g. highways, utilities planned build out capacity) that will cause a direct conversion.

Part VI: Do not complete Part VI using the standard format if a State or Local site assessment is used. With local and NRCS assistance, use the local Land Evaluation and Site Assessment (LESA).

1. Assign the maximum points for each site assessment criterion as shown in § 658.5(b) of CFR. In cases of corridor-type project such as transportation, power line and flood control, criteria #5 and #6 will not apply and will, be weighted zero, however, criterion #8 will be weighed a maximum of 25 points and criterion #11 a maximum of 25 points.
2. Federal agencies may assign relative weights among the 12 site assessment criteria other than those shown on the FPPA rule after submitting individual agency FPPA policy for review and comment to NRCS. In all cases where other weights are assigned, relative adjustments must be made to maintain the maximum total points at 160. For project sites where the total points equal or exceed 160, consider alternative actions, as appropriate, that could reduce adverse impacts (e.g. Alternative Sites, Modifications or Mitigation).

Part VII: In computing the "Total Site Assessment Points" where a State or local site assessment is used and the total maximum number of points is other than 160, convert the site assessment points to a base of 160.

Example: if the Site Assessment maximum is 200 points, and the alternative Site "A" is rated 180 points:

$\frac{\text{Total points assigned Site A}}{\text{Maximum points possible}} = \frac{180}{200} \times 160 = 144 \text{ points for Site A}$

For assistance in completing this form or FPPA process, contact the local NRCS Field Office or USDA Service Center.

NRCS employees, consult the FPPA Manual and/or policy for additional instructions to complete the AD-1006 form.



Engineering Progress

June 5, 2019

U.S. Fish and Wildlife Service
6578 Dogwood View Parkway, Suite A
Jackson, MS 39213

Attn: Stephen M. Ricks, Field Supervisor

**RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg**

Dear Mr. Ricks:

The City of Hattiesburg is applying for a State Revolving Loan Fund through the MS Department of Health to rehabilitate the Water Treatment Plant located off of Old US Highway 11. Attached is an improvement recommendation letter sent to the City of Hattiesburg in October of 2017. This letter contains a detailed general scope of the project.

To meet the program requirements, we want to request an Environmental Assessment from the U.S. Fish and Wildlife Service for this project.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Riley', is written over the typed name.

Ivy Riley
Project Manager

/Enclosures



Engineering Progress

June 14, 2019

U.S. Fish and Wildlife Service
6578 Dogwood View Parkway, Suite A
Jackson, MS 39213

Attn: Stephen M. Ricks, Field Supervisor

RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg

Dear Mr. Ricks:

As a part of our previous request with the U.S Fish and Wildlife Service dated June 5, 2019, please find a map of the project location for your records.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Riley', is written over the typed name.

Ivy Riley
Project Manager

/Enclosures



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Mississippi Ecological Services Field Office
6578 Dogwood View Parkway, Suite A
Jackson, Mississippi 39213
Phone: (601)965-4900 Fax: (601)965-4340

June 18, 2019

(IN REPLY REFER TO:
2019-I-726

Ivy Riley
SDW Engineering Progress
301 Second Avenue
Hattiesburg, Mississippi 39401

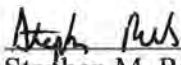
Dear Ms. Riley:

The Fish and Wildlife Service (Service) has reviewed the information in your letter dated June 5, 2019, regarding the proposed DWSIRLF Water Plant #1 Rehabilitation Project in Lamar County, Mississippi. Our comments are submitted in accordance with the Endangered Species Act (ESA) (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.).

Based on the information provided in your letter, the Service has determined that the proposed project will have "No Effect" on listed species. No further consultation under the ESA is required with this office unless there are changes in the scope or location of the proposed project.

If you have any questions, please contact Tamara Campbell in our office, telephone: (601) 321-1138, or visit our website at <http://www.fws.gov/mississippiES/>.

Sincerely,


Stephen M. Ricks
Field Supervisor
Mississippi Field Office



Engineering Progress

June 5, 2019

Southern Mississippi Planning and Development District
700 Hardy Street
Hattiesburg, MS 39401

Attn: Regina Melton, Clearinghouse Coordinator

**RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg**

Dear Mrs. Melton:

The City of Hattiesburg is applying for a State Revolving Loan Fund through the MS Department of Health to rehabilitate the Water Treatment Plant located off of Old US Highway 11. Attached is an improvement recommendation letter sent to the City of Hattiesburg in October of 2017. This letter contains a detailed general scope of the project.

To meet the program requirements, we want to request an Environmental Assessment from the SMPDD for this project.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Riley', is written over the word 'Sincerely,'.

Ivy Riley
Project Manager

/Enclosures



Engineering Progress

June 14, 2019

Southern Mississippi Planning and Development District
700 Hardy Street
Hattiesburg, MS 39401

Attn: Regina Melton, Clearinghouse Coordinator

RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg

Dear Mrs. Melton:

As a part of our previous request with the SMPDD dated June 5, 2019, please find a map of the project location for your records.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Riley', is written over the typed name.

Ivy Riley
Project Manager

/Enclosures



Southern Mississippi Planning & Development District

BUILDING A STRONGER MISSISSIPPI

June 10, 2019

Ms. Ivy Riley
Project Manager
Shows, Dearman, & Waits
301 2nd Avenue
Hattiesburg, MS 39401

RE: DWSIRLF Water Plan #1 Rehabilitation
City of Hattiesburg -- SMPDD #1906-00 01

Dear Ms. Riley:

I have enclosed the Review and Comments from the Southern Mississippi Planning and Development District Regional Clearinghouse for Federal Programs regarding your application for the work stated above. This project will be located in the **City of Hattiesburg**.

If you require further information concerning the regional review, please do not hesitate to contact me.

Sincerely,

Lindsay Ward
Clearinghouse Coordinator

Attachment

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT REGIONAL
CLEARINGHOUSE FOR FEDERAL PROGRAMS
REVIEW AND COMMENTS

June 10, 2019

Ms. Ivy Riley
Project Engineer
Shows, Dearman, & Waits
301 2nd Avenue
Hattiesburg, MS 39401

RE: DWSIRLF Water Plan #1 Rehabilitation
City of Hattiesburg -- SMPDD #1906-00 01

☒ 1. The Regional Clearinghouse has received notification of intent to apply for Federal assistance as described above. ☒ NO COMMENTS ☐ NO CLEARINGHOUSE NEEDED.

☐ 2. The Regional Clearinghouse has reviewed the application(s) for Federal assistance described above.

☐ 3. The Regional Clearinghouse has notified the appropriate metropolitan, local, and regional organizations and is awaiting notification of their interest on the project.

☐ 4. After proper notification, no local or regional agency (or other appropriate organization) has expressed an interest in conferring with the applicant(s) or commenting on the proposed project.

☐ 5. The proposed project is ☐ consistent ☐ inconsistent with the Comprehensive Economic Development Strategy for the Southern Mississippi Planning and Development District.

☐ 6. Although a _____ plan does not presently exist for _____, the proposed project appears to be ☐ consistent ☐ inconsistent with the regional goals and objectives.

COMMENTS: This project is consistent with the policies and objectives of the Southern Mississippi Planning and Development District.



Leonard Bentz, Executive Director



Engineering Progress

June 5, 2019

Department of the Army
U.S. Army Corps of Engineers
Mobile District
Corps of Engineers
P.O. Box 288
Mobile, AL 36628-0001

Attn: Michael Stevens, Project Manager

**RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg**

Dear Mr. Stevens:

The City of Hattiesburg is applying for a State Revolving Loan Fund through the MS Department of Health to rehabilitate the Water Treatment Plant located off of Old US Highway 11. Attached is an improvement recommendation letter sent to the City of Hattiesburg in October of 2017. This letter contains a detailed general scope of the project.

To meet the program requirements, we want to request an Environmental Assessment from the USACE for this project.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Riley', is written over a horizontal line.

Ivy Riley
Project Manager

/Enclosures



Engineering Progress

June 14, 2019

Department of the Army
U.S. Army Corps of Engineers
Mobile District
Corps of Engineers
P.O. Box 288
Mobile, AL 36628-0001

Attn: Michael Stevens, Project Manager

**RE: DWSIRLF Water Plant #1 Rehabilitation
City of Hattiesburg**

Dear Mr. Stevens:

As a part of our previous request with the USACE dated June 5, 2019, please find a map of the project location for your records.

Thank you in advance for your cooperation and if you have any questions or comments, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Riley'.

Ivy Riley
Project Manager

/Enclosures



TRANSMITTAL

Date: 08-28-2019

To: Allison Monroe, Team Leader, South MS Branch

USACE Mobile District, Regulatory Division

P.O. Box 2288

Mobile, Alabama 36628

From: Ivy Riley/SDW

Project No.: 1273-W015

Project: Water Plant No. 1 Rehabilitation - SRF Loan

MSDH

Items being transmitted are listed as follows:

- 1 Copies Preliminary Plans
- 1 Copies Letter to USACE dated June 14, 2019
- 1 Copies Location map sent to USACE dated June 14, 2019
- 1 Copies Letter to USACE dated June 5, 2019
- ___ Copies

Reasons for this transmittal:

- | | |
|---|---|
| ☒ For Approval | ☐ Resubmit copies for Approval |
| ☒ For Review and/or Comment | ☐ Submit copies for Distribution |
| ☐ For Your Use Only | ☐ Return copies for Distribution |
| ☐ As Requested | ☐ Return for Prints |
| ☐ Return for Correction/Mark-up | ☐ Other |

Comments:

As discussed, please find the attached documents for a complete review of our original request dated June 5, 2019. Thank you, Ivy.



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
MOBILE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 2288
MOBILE, ALABAMA 36628-0001

September 4, 2019

South Mississippi Branch
Regulatory Division

SUBJECT: Department of the Army Pre-Application USACE File Number SAM-2019-0782-AFM, City of Hattiesburg Water Treatment Plant

City of Hattiesburg
c/o sdw Engineering Progress
Attention: Ms. Ivy Riley
iriley@sd-w.com
301 Second Avenue
Hattiesburg, Mississippi 39401

Dear Ms. Riley:

This letter is in response to your request, submitted on behalf of the City of Hattiesburg, for an Environmental Assessment regarding rehabilitation of the Water Treatment Plant located off of Old Highway 11 in Hattiesburg, Mississippi. Your request has been assigned U.S. Army Corps of Engineers (USACE) Regulatory file number SAM-2019-00782-AFM. We ask that you please reference this number in future correspondence with our office concerning the project.

Please note USACE Regulatory does not generate Environmental Assessments for the public. However, we have reviewed your information to determine if Department of the Army (DA) authorization would be necessary prior to conducting the work.

Based on the information submitted, it appears the building rehabilitation efforts listed below do not involve regulated activities and would not require DA authorization pursuant to Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. The below listed actions do not appear to involve work in navigable waters of the U.S. or the discharge of dredged or fill material in waters of the U.S., including wetlands and streams.

1. 1930's Aerator Building repairs
2. 1990's Aerator Building repairs
3. Rapid Mix Tank repairs
4. Filter Building repairs
5. Chemical Building repairs
6. Ground Storage Tank repairs
7. Generator repairs

However, the proposed work to repair Access Roads may require DA authorization if the work would involve the discharge of material in waters of the U.S., even temporarily. If waters of the U.S. would be affected by the proposed work, you should complete and submit the attached application form.

This letter grants no property rights nor shall it be construed as excusing you from compliance with other Federal, State, or local statutes, ordinances, or regulations that may affect any proposed work at this site. If the scope of work or project location changes, you are urged to contact this office for a verification of this determination. If any of the above activities would involve work in navigable waters of the U.S. or the discharge of dredged or fill material in waters of the U.S., you should complete and submit the attached application form.

We appreciate your cooperation with the U.S. Army Corps of Engineers' Regulatory Program. Please refer to file number **SAM-2019-0782-AFM** in all future correspondence regarding this property or if you have any questions concerning this correspondence. Please note that our correct mailing address is USACE, Regulatory Division, P.O. Box 2288, Mobile, Alabama 36628. You may contact me at (251) 690-3228 or by email at allison.f.monroe@usace.army.mil should you have any questions. For additional information about our Regulatory Program, please visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx. Also, please take a moment to complete our customer satisfaction survey located near the bottom of the webpage. Your responses will help us improve our services.

Sincerely,

Allison Monroe
Mississippi Branch
Regulatory Division

Enclosures

DOCUMENT B-7
AUTHORIZING RESOLUTION

DOCUMENT B-9
TAX EXEMPT STATUS

Letter Ruling

— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI



DAWN BURNS
CITY OF HATTIESBURG
PO BOX 1898
HATTIESBURG MS 39403-1898

Date: March 03, 2017
Letter ID: L0072848256

Reference: Sales Tax Exemption
Letter Ruling Number: 17-0109

This is in response to your letter dated March 01, 2017, requesting that the Mississippi Department of Revenue provide a ruling regarding whether the City of Hattiesburg is exempt from sales and use tax. Your request has been assigned the letter ruling number listed above. Please use this number in any further correspondence with the DOR concerning this request.

After a search of the applicable statutes, this is to confirm that the City of Hattiesburg does qualify for sales tax exempt status pursuant to Miss. Code Ann. Section 27-65-105(a). This Section provides that sales of tangible personal property or services made to the United States Government, the State of Mississippi and its departments, institutions, counties and municipalities or departments or school districts of said counties and municipalities are exempt from sales tax. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to, and paid for directly by the exempt entity.

This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. Furthermore, this exemption does not apply to Contractors Tax levied by Miss. Code Ann. Section 27-65-21.

You may use a copy of this letter in order to substantiate the City of Hattiesburg's exempt status. I trust that this is the information you were requesting. Should you have any additional questions, feel free to contact this office at (601) 923-7015.

Under Miss. Code Ann. Section 27-65-85(a), it shall be unlawful for any person to use an exemption authorized under the Sales Tax laws for the purpose of avoiding the payment of tax the person is required to pay by law. Any person violating this provision shall be guilty of a misdemeanor and, on conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00), or imprisoned not exceeding six (6) months in the county jail, or punished by both such fine and imprisonment, at the discretion of the court.

This letter ruling is based on the specific facts and circumstances that you communicated to the DOR. This ruling is not binding on the DOR if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the issue(s) presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or to your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.

— If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year

P.O. Box 1033 Jackson, MS 39215-1033 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # mL0004 v. V10

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Date: March 03, 2017
Letter ID: L0072848256

period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of judicial decision that indicates the ruling is no longer correct or the DOR retracts the ruling. The DOR does reserve the right to retract this ruling if it later determines on its own review that the ruling is incorrect. Such retraction will be in writing and the effect of the retraction will be prospective from the date of the retraction letter.

Sincerely,

Diamond Wilkerson
(601) 923-7037
Mississippi Department of Revenue

—
—
—

P.O. Box 1033 Jackson, MS 39215-1033 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # mL0004 v. V10

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, May 18, 2021

Re: Approve advertising sponsorship for the 2021 Juneteenth Celebration, in accordance with Mississippi 17-3-1, in the amount of \$3000.00 and authorize issuance of manual check for the same.
File Number: 2021-414
Minute Book #

Summary

Approve advertising sponsorship for the 2021 Juneteenth Celebration, in accordance with Mississippi 17-3-1, in the amount of \$3000.00 and authorize issuance of manual check for the same.

Recommendation Statement

I recommend the approval of this advertising sponsorship.

Please place this on the May 18, 2021 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 18, 2021

Re: Approve and Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams, for the Management Operation of the City of Hattiesburg Summer Aquatic Program.

File Number: 2021-416

Minute Book #

Summary

Authorize Mayor to execute duplicate original contract between City of Hattiesburg Parks and Recreation Department and Michelle Williams, for the Management Operation of the City of Hattiesburg Summer Aquatic Program.

Recommendation Statement

Please place this on the May 18, 2021 City Council meeting for consideration.

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 17th day of May, 2021, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and Michelle Williams, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community Center.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.1 TERM OF AGREEMENT

1.2 The Agreement shall commence on or about May 17, 2021, and shall end August 31, 2021, unless terminated earlier under provisions herein.

2.1 TERMINATION AND CANCELLATION

2.2 The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within thirty (30) days from date of the receipt of said notice.

2.3 The Contractor may terminate this contract at any time by delivery of written notice Stating the contract will terminate within thirty (30) days from date of receipt of said notice.

3.1 NEGOTIATIONS

3.2 The City reserves the right to negotiate all elements which comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned

4.1 LEGAL RELATIONSHIPS

4.2 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.1 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

- 5.2 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.

6.1 EQUAL OPPORTUNITY

- 6.2 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.
- 6.3 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II
SPECIFIC DUTIES

1.1 SPECIFIC DUTIES

- 1.2 Contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program.
- 1.3 Contractor shall oversee hiring, training (certification), and supervision of all City of Hattiesburg pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards and other pool related staff to assist it in the performance of this Agreement.
- 1.4 Contractor shall coordinate all lifeguard training and certification
- 1.5 Contractor shall coordinate all lifeguard manager training for head lifeguards
- 1.6 Contractor shall coordinate/provide weekly in-service training for staff
- 1.7 Contractor shall provide daily staff meetings with head lifeguards
- 1.8 Contractor shall provide lifeguard management
- 1.9 Contractor shall provide program management
- 1.9.1 Includes group swim scheduling and coordination.
- 1.9.2 Includes staff scheduling and work hour submission to City timekeeper.
- 1.9.3 Includes daily fee collection and submission to City Recreation Department.
- 1.9.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
- 1.9.5 Contractor shall coordinate with pool maintenance company to provide and schedule pool cleaning/maintenance.
- 1.10 Contractor shall provide swim lessons during group swims as available
- 1.11 Contractor shall provide water safety instructor training to City staff as available
- 1.12 Performance reports are to be provided by the Contractor to the City daily. Records to be kept:

- a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
 - b. Fee collection data per pool
 - c. Daily water chemistry (hourly) data for chlorine and Ph.
- 1.13 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to any of the Pool Facilities.
- 1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tort committed by Contractor and/or the Contractor's employee.

2.1 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

- 2.2 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
- 2.3 Equipment owned by the contractor will be maintained at its own expense.
- 2.4 The City shall supply pool chemicals.
- 2.5 The City shall provide vacuum equipment.
- 2.6 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
- 2.7 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION III

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of \$10,500.00 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

CONTRACTOR

BY: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 18, 2021

Re: Approve Change Order No. 1 with Colom Construction Co. Inc. for the South 28th Avenue Bridge Replacement Project increasing the contract amount by \$37,148.73 for a contract total of \$582,518.33 and authorize mayor to execute said Change Order; Acknowledge receipt of closing documents; Authorize payment of final pay application; Authorize Final Acceptance of project.
File Number: 2021-409
Minute Book #

Summary

Approve Change Order No. 1 with Colom Construction Co. Inc. for the South 28th Avenue Bridge Replacement Project increasing the contract amount by \$37,148.73 for a contract total of \$582,518.33 and authorize mayor to execute said Change Order; Acknowledge receipt of closing documents; Authorize payment of final pay application; Authorize Final Acceptance of project.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 18, 2021 City Council meeting for consideration.

CHANGE ORDER

Order No.: 01

Date: April 27, 2021

Agreement Date: October 16, 2018

Name of Project: South 28th Avenue Bridge Replacement, Bridge #SA18-157

Owner: City of Hattiesburg

Contractor: Colom Construction Co., Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE **PROJECT CONTRACT DOCUMENTS** FOR THE REASONS STATED IN DETAIL:

1. An increase in costs for concrete and reinforcing steel was allowed due to the amount of time elapsed between the bid and the award.
2. More asphalt was removed to make sure a good tie in point was available. The asphalt paving was also changed to delete the 12.5 mm mixture.
3. The excavation of additional material was required because of poor soils discovered during construction. This also required the placement of additional borrow material.

ORIGINAL QUANTITIES AND COSTS:

PAY ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
202-B	Removal of Asphalt, All Depths	333.00	Sq. Yd.	\$ 5.00	\$ 1,665.00
203-E	Borrow Excavation, LVM, Class 9	294.00	Cu. Yd.	\$ 18.00	\$ 5,292.00
304-A	Granular Material, LVM, Class 6, Group "C"	328.00	Cu. Yd.	\$ 32.50	\$ 10,660.00
403-A	Hot Mix Asphalt, ST, 9.5 mm Mixture	28.00	Ton	\$ 175.00	\$ 4,900.00
403-A	Hot Mix Asphalt, ST, 12.5 mm Mixture	67.00	Ton	\$ 175.00	\$ 11,725.00
403-A	Hot Mix Asphalt, ST, 25 mm Mixture	76.00	Ton	\$ 175.00	\$ 13,300.00
601-B	Class "B" Structural Concrete, Minor Structures	0.87	Cu. Yd.	\$ 2,500.00	\$ 2,175.00
602-A	Reinforcing Steel	60.00	Lb.	\$ 2.00	\$ 120.00
608-A	Concrete Sidewalk, Without Reinforcement	69.00	Sq. Yd.	\$ 68.00	\$ 4,692.00
627-D	Two-Way Yellow Reflective Raised Markers	4.00	Each	\$ 12.10	\$ 48.40
216-A	Solid Sodding	200.00	Sq. Yd.	\$ 10.00	\$ 2,000.00
234-A	Temporary Silt Fence	1,000.00	Lin. Ft.	\$ 9.00	\$ 9,000.00
815-B	Grouted Riprap	555.00	Sq. Yd.	\$ 158.00	\$ 87,690.00
815-E	Geotextile Under Riprap, Type V, AOS 0.21-0.43	555.00	Sq. Yd.	\$ 9.00	\$ 4,995.00
804-B	Box Bridge Concrete, Class "BB"	337.80	Cu. Yd.	\$ 550.00	\$ 185,790.00

805-A	Reinforcement	61,316.00	Lb.	\$ 2.00	\$ 122,632.00
ORIGINAL COSTS					\$ 466,684.40

REVISED QUANTITIES AND COSTS:

PAY ITEM	PAY ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
202-B	Removal of Asphalt, All Depths	388.89	Sq. Yd.	\$ 5.00	\$ 1,944.45
203-E	Borrow Excavation, LVM, Class 9	792.00	Cu. Yd.	\$ 18.00	\$ 14,256.00
304-A	Granular Material, LVM, Class 6, Group "C"	728.00	Cu. Yd.	\$ 32.50	\$ 23,660.00
403-A	Hot Mix Asphalt, ST, 9.5 mm Mixture	35.61	Ton	\$ 175.00	\$ 6,231.75
403-A	Hot Mix Asphalt, ST, 12.5 mm Mixture	0.00	Ton	\$ 175.00	\$ -
403-A	Hot Mix Asphalt, ST, 25 mm Mixture	136.48	Ton	\$ 175.00	\$ 23,884.00
601-B	Class "B" Structural Concrete, Minor Structures	2.50	Cu. Yd.	\$ 2,500.00	\$ 6,250.00
602-A	Reinforcing Steel	60.00	Lb.	\$ 2.05	\$ 123.00
608-A	Concrete Sidewalk, Without Reinforcement	87.22	Sq. Yd.	\$ 68.00	\$ 5,930.96
627-D	Two-Way Yellow Reflective Raised Markers	6.00	Each	\$ 12.10	\$ 72.60
216-A	Solid Sodding	300.00	Sq. Yd.	\$ 10.00	\$ 3,000.00
234-A	Temporary Silt Fence	1,010.00	Lin. Ft.	\$ 9.00	\$ 9,090.00
815-B	Grouted Riprap	549.00	Sq. Yd.	\$ 161.33	\$ 88,570.17
815-E	Geotextile Under Riprap, Type V, AOS 0.21-0.43	549.00	Sq. Yd.	\$ 9.00	\$ 4,941.00
804-B	Box Bridge Concrete, Class "BB"	337.80	Cu. Yd.	\$ 563.00	\$ 190,181.40
805-A	Reinforcement	61,316.00	Lb.	\$ 2.05	\$ 125,697.80
REVISED COSTS					\$ 503,833.13
INCREASE IN COSTS					\$ 37,148.73

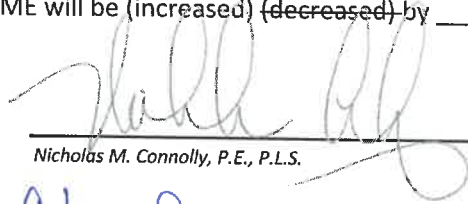
CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE:	\$ 545,369.60
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ 545,369.60
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:	\$ 37,148.73
The new CONTRACT PRICE due including this CHANGE ORDER will be:	\$ 582,518.33

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (~~decreased~~) by 0 calendar days.

ENGINEER:



Nicholas M. Connolly, P.E., P.L.S.

CONTRACTOR:

Colom Construction Company, Inc. R. Colom, PRESIDENT

OWNER:



Engineering Progress

April 13, 2021

Lamar Rutland, PE
City Engineer
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403

J#47492

Colom Construction Co.

RE: South 28th Ave. Bridge Replacement
Hattiesburg, MS

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 2 and FINAL in the amount of \$38,010.67 for the above referenced project. This includes the retainage on the project.

We recommend approval of the Pay Application.

If you have any questions or we can be of further assistance please do not hesitate to call me at (601) 544-1821.

Yours Sincerely,

Nicholas M. Connolly, P.E., P.L.S.
County Engineer

072201.721002
MB 2018-262-263

ENTERED

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -**Date:** November 5, 2020**Project:** South 28th Avenue Bridge Replacement**Contractor:** Colom Construction Company, Inc.**Pay Estimate No.:** Two (2) and FINAL**Pay Period:** 05/11/2020-11/5/2020

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			

CONTRACT TOTAL:**ROADWAY ITEMS**

201-A	Clearing and Grubbing	1	1	1	L.S	\$15,000.00	\$ 15,000.00
202-B	Removal of Asphalt, All Depths	333	388.89	388.89	Sq. Yd.	\$5.00	\$ 1,944.45
203-A	Unclassified Excavation, FM	760	760	760.00	Cu. Yd.	\$6.00	\$ 4,560.00
203-E	Borrow Excavation, LVM, Class 9	294	792	792.00	Cu. Yd.	\$18.00	\$ 14,256.00
304-A	Granular Material, LVM, Class 6, Group "C"	328	728	728.00	Cu. Yd.	\$32.50	\$ 23,660.00
403-A	Hot Mix Asphalt, ST, 9.5 mm Mixture	28	35.61	35.61	Ton	\$175.00	\$ 6,231.75
403-A	Hot Mix Asphalt, ST, 12.5 mm Mixture	67	0	0.00	Ton	\$175.00	\$ -
403-A	Hot Mix Asphalt, ST, 25 mm Mixture	76	136.48	136.48	Ton	\$175.00	\$ 23,884.00
601-B	Class "B" Structural Concrete, Minor Structures	0.87	2.50	2.50	Cu. Yd.	\$2,500.00	\$ 6,250.00
602-A	Reinforcing Steel	60.00	60	60.00	Lb.	\$2.05	\$ 123.00
603-CA	18" Reinforced Concrete Pipe, Class III	16	16	16.00	Lin. Ft.	\$42.00	\$ 672.00
603-CB	18" Reinforced Concrete End Section	1	1	1.00	Each	\$709.00	\$ 709.00
603-CE	18" x 11" Concrete Arch Pipe, Class AIII	16	16	16.00	Lin. Ft.	\$45.00	\$ 720.00
603-SB	18" Branch Connection To Box Wingwall	1	1	1.00	Each	\$500.00	\$ 500.00
603-SB	18"x11" Branch Connection To Box	1	1	1.00	Each	\$750.00	\$ 750.00
604-B	Gratings	250	250	250.00	Lb.	\$10.00	\$ 2,500.00
608-A	Concrete Sidewalk, Without Reinforcement	69	87.22	87.22	Sq. Yd.	\$68.00	\$ 5,930.96
613-D	Adjustment of Manholes	1	1	1.00	Each	\$1,200.00	\$ 1,200.00
617-A	Right of Way Markers (Type II)	9	9	9.00	Each	\$175.00	\$ 1,575.00
618-A	Maintenance of Traffic	1	1	1.00	L.S	\$40,000.00	\$ 40,000.00
618-B	Additional Construction Signs	0	0	0.00	Sq. Ft.	\$0.00	\$ -
620-A	Mobilization	0	0	0.00	L.S	\$0.00	\$ -
626-C	6" Thermoplastic Edge Stripe, Continuous White, 60 mils	0.024	0.024	0.02	Mile	\$6,050.00	\$ 145.20
626-E	6" Thermoplastic Traffic Stripe, Continuous Yellow, 90 mils	250	250	250.00	Lin. Ft.	\$4.84	\$ 1,210.00
627-D	Two-Way Yellow Reflective Raised Markers	4	6	6.00	Each	\$12.10	\$ 72.60

EROSION CONTROL ITEMS

213-A	Agricultural Limestone	0.80	0.80	0.80	Ton	\$200.00	\$ 160.00
213-B	Commercial Fertilizer, 13-13-13	0.40	0.40	0.40	Ton	\$1,500.00	\$ 600.00
213-D	Ammonium Nitrate	0.04	0	0.04	Ton	\$1,600.00	\$ 64.00
214-A	Seeding	0.40	0.40	0.40	Acre	\$4,000.00	\$ 1,600.00
215-A	Vegetative Materials for Mulch	0.80	0.80	0.80	Ton	\$900.00	\$ 720.00
216-A	Solid Sodding	200	300	300	Sq. Yd.	\$10.00	\$ 3,000.00
234-A	Temporary Silt Fence	1,000	1,010	1,010	Lin. Ft.	\$9.00	\$ 9,090.00
237-A	Wattles, 20"	200	200	200.00	Lin. Ft.	\$30.00	\$ 6,000.00

815-B	Grouted Riprap	555	549.00	549.00	Sq. Yd.	\$161.33	\$ 88,570.17
815-E	Geotextile Under Riprap, Type V, AOS 0.21-0.43	555	549.00	549.00	Sq. Yd.	\$9.00	\$ 4,941.00

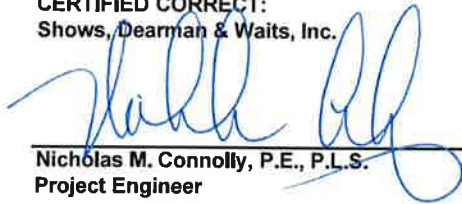
BOX BRIDGE ITEMS

804-B	Box Bridge Concrete, Class "BB"	337.80	337.80	337.80	Cu. Yd.	\$563.00	\$ 190,181.40
805-A	Reinforcement	61,316	61,316	61,316	Lb.	\$2.05	\$ 125,697.80

Total Earned - Regular Work	\$ 582,518.33
Less 0% Retainage	\$ -
Less Stored Materials	\$ -
Total Due - Regular Work	\$ 582,518.33
Less Previous Payments	\$ 544,507.66
Net Amount Due This Estimate	\$ 38,010.67
Less Deductions	\$ -
Net Payment Due	\$ 38,010.67

CERTIFIED CORRECT:

Shows, Dearman & Waits, Inc.



Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

APPROVED:

OWNER

COLOM CONSTRUCTION COMPANY, INC.

P.O. BOX 414
RIPLEY, MS 38663

ROD COLOM
President

(Office) 662-837-3474
(Fax) 662-837-3494

April 21, 2021

SDW Engineering Progress
301 2nd Avenue
Hattiesburg, MS 39401

RE: South 28th Avenue Bridge Replacement

To Whom It May Concern:

In regards to the above referenced project, please find enclosed Consent of Surety to Final Payment submitted in triplicate, Contractor's Affidavit of Payment of Debts and Claims, Contractor's Statement of Compliance, and Contractor's Statement of Gaurantee.

If you should have any questions or need anything further, please do not hesitate to contact us.

Respectfully,

A handwritten signature in black ink that reads "Rod Colom". The signature is stylized with a large, sweeping initial "R" and a cursive "Colom".

Rod Colom, President
Colom Construction Co., Inc.

Bond No. 30049332

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of
Architects, AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER: City of Hattiesburg
(Name and address) PO Box 1898
Hattiesburg, MS 39403

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
General Construction

PROJECT: South 28th Avenue Bridge Replacement
(Name and address)

CONTRACT DATED:
November 8, 2018

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Western Surety Company

151 N. Franklin Street
Chicago, IL 60606

, SURETY,

on bond of
(Insert name and address of Contractor)

Colom Construction Company, Inc.

PO Box 414
Ripley, MS 38663

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any
of its obligations to

(Insert name and address of Owner)

City of Hattiesburg

PO Box 1898
Hattiesburg, MS 39403

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 14, 2021
(Insert in writing the month followed by the numeric date and year.)

Attest:



Western Surety Company

(Surety)



(Signature of authorized representative)

Cooper W. Permenter, Attorney-In-Fact

(Printed name and title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Keith W Brown, Mark E Harris, Tona J Hunter, W W Jones II, Joseph Madden III, Richard L Powell, Ric Stallings, Cooper W Permenter, Individually

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of April, 2019.



WESTERN SURETY COMPANY

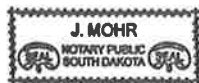
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of April, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of April, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> S. 28th Ave. Bridge Replacement 28th Ave. Hattiesburg, MS	ARCHITECT'S PROJECT NUMBER: SA-18-157 CONTRACT FOR: General Construction	OWNER ☐ ARCHITECT ☐ CONTRACTOR ☒
TO OWNER: <i>(Name and address)</i> City of Hattiesburg P.O. Box 1898 Hattiesburg, MS 39403	CONTRACT DATED: November 8, 2018	SURETY ☐ OTHER ☐

STATE OF: Mississippi

COUNTY OF: Tippah

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707[™], Consent of Surety, may be used for this purpose.

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A[™]).

CONTRACTOR: *(Name and address)*

Colom Construction Co., Inc.

P.O. Box 414

Ripley, MS 38663

BY:



(Signature of authorized representative)

Rod Colom, President

(Printed name and title)



CONTRACTOR'S COMPLIANCE STATEMENT

Project No.: SA-18-157

Project Name: South 28th Avenue Bridge Replacement

Project Location: Hattiesburg, Forrest County, MS

Owner: City of Hattiesburg

Substantial Completion Date: 05/10/2020

Contractor: Colom Construction Co., Inc.

We, The Contractor, do hereby certify that on the above referenced project, all work has been completed and constructed in accordance with the contract documents.

Signed: 

Rod Colom, President

Colom Construction Co., Inc.

P.O. Box 414

Ripley, MS 38663

Signed and sealed before me this 21st day of April 20 21.


Notary Judy Wright

My Commission Expires: 4-14-2025

CONTRACTOR'S STATEMENT OF GAURANTEE

Project No.: SA-18-157

Project Name: South 28th Avenue Bridge Replacement

Project Location: Hattiesburg, Forrest County, MS

Owner: City of Hattiesburg

Substantial Completion Date: 05/10/2020

Contractor: Colom Construction Co., Inc.

We, The Contractor, do hereby guarantee all work performed by us on above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the contract documents for such portions of the work.

Signed:  _____

Rod Colom, President

Colom Construction Co., Inc.

P.O. Box 414

Ripley, MS 38663

Signed and sealed before me this 21st day of April 2021.

Notary



Judy Wright

My Commission Expires: 4-14-2025



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 18, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at Hall/Walnut Street areas with a monthly increase of \$86.15, and authorize Mayor to execute the same.
File Number: 2021-389
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at Hall/Walnut Street areas with a monthly increase of \$86.15, and authorize Mayor to execute the same.

Recommendation Statement

I am recommending approval of lighting authorization request.

Please place this on the May 18, 2021 City Council meeting for consideration.

DATE: 3/16/21

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

COBRA HEAD FIXTURES

100 WATT HPS	RM: 24	_____
150 WATT HPS	RM: 1	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	IN: 30	Hall Walnut St area Monthly Increase \$86.15
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 18, 2021

Re: Approve grant agreement with the Federal Aviation Administration for an Airports Coronavirus Response Grant in the amount of \$13,000.00 and Authorize the Mayor to execute said grant through electronic grant system.
File Number: 2021-410
Minute Book #

Summary

Approve grant agreement with the Federal Aviation Administration for an Airports Coronavirus Response Grant in the amount of \$13,000.00 and Authorize the Mayor to execute said grant through electronic grant system.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 18, 2021 City Council meeting for consideration.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

FAA JAN ADO
100 West Cross Street
Suite B
Jackson, MS 39208

CRRSA Transmittal Letter

May 3, 2021

The Honorable Toby Barker
Mayor, City of Hattiesburg
tbarker@hattiesburgms.com

Dear Mayor Barker:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-28-0031-030-2021 for Hattiesburg Bobby L Chain Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 30, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "William Schuller", with a stylized flourish at the end.

William Schuller
Acting Manager, Jackson Airports District Office

Enclosure (1)

Lamar Rutland, City of Hattiesburg
Sharon Hensarling, City of Hattiesburg
Dawn Burns, City of Hattiesburg



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date May 3, 2021

Airport/Planning Area Hattiesburg Bobby L Chain Municipal Airport

ACRGP Grant Number 3-28-0031-030-2021

Unique Entity Identifier 079448130

TO: CITY OF HATTIESBURG, MISSISSIPPI

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated April 9, 2021, for a grant of Federal funds at or associated with the Hattiesburg Bobby L Chain Municipal Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Hattiesburg Bobby L Chain Municipal Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Hattiesburg Bobby L Chain

Municipal incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$13,000, allocated as follows:

\$13,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 30, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated May 3, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

William J. Schuller

(Typed Name)

Acting Manager Jackson Airports District C

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated _____

CITY OF HATTIESBURG, MISSISSIPPI

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Hattiesburg, Mississippi**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of April 9, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 18, 2021

Re: Acknowledge bids received April 29, 2021 for the Quinn Street Speed Tables & Sidewalk Project and accept the bid of Gulf South Construction in the amount of \$172,800.00; Authorize Mayor to execute contracts when prepared.
File Number: 2021-403
Minute Book #

Summary

Acknowledge bids received April 29, 2021 for the Quinn Street Speed Tables & Sidewalk Project and accept the bid of Gulf South Construction in the amount of \$172,800.00; Authorize Mayor to execute contracts when prepared.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 18, 2021 City Council meeting for consideration.

May 5, 2021
N-S Project No. 16119.000

Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: QUINN STREET SPEED TABLES AND SIDEWALK PROJECT
HATTIESBURG, MISSISSIPPI

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware, there were two (2) bids submitted, opened, and read at the bid opening on April 29th, 2021, at 10:00 am. Upon review and tabulation of the bid received and opened, Gulf South Construction, LLC, was the low bidder in the amount of \$172,800.00.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by Gulf South Construction, LLC, and award the project, to the lowest and best bidder.

Sincerely,

NEEL-SCHAFFER, INC.



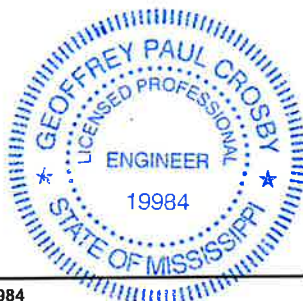
Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

CITY OF HATTIESBURG
QUINN STREET SPEED TABLES AND SIDEWALK PROJECT

				Gulf South Const., LLC P O Box 16105 Hattiesburg, MS 39404		Simmons Erosion Control, Inc. P O Box 206 Lake, MS 39092	
Pay Item	Description	Unit	Qty	Unit Price	Price Extension	Unit Price	Price Extension
202-B	REMOVAL OF CONCRETE SIDEWALK	15	SY	\$17.60	\$264.00	\$61.50	\$922.50
202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	180	SY	\$8.80	\$1,584.00	\$25.00	\$4,500.00
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	15	LF	\$9.80	\$147.00	\$50.00	\$750.00
202-B	REMOVAL OF TRAFFIC STRIPE	12	LF	\$30.40	\$364.80	\$44.25	\$531.00
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	100	CY	\$22.25	\$2,225.00	\$30.00	\$3,000.00
216-B	SOLID SODDING, CENTIPEDE	170	SY	\$7.95	\$1,351.50	\$6.00	\$1,020.00
219-A	WATERING	20	KGAL	\$20.00	\$400.00	\$20.00	\$400.00
234-A	SILT FENCE	440	LF	\$3.60	\$1,584.00	\$4.00	\$1,760.00
246-A	SANDBAGS	25	EACH	\$4.85	\$121.25	\$7.50	\$187.50
601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	20	CY	\$1,850.00	\$37,000.00	\$1,450.00	\$29,000.00
602-A	REINFORCING STEEL	1,800	LBS	\$3.05	\$5,490.00	\$2.00	\$3,600.00
603-CA	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	64	LF	\$59.80	\$3,827.20	\$80.00	\$5,120.00
604-A	CASTING	1,074	LBS	\$4.85	\$5,208.90	\$3.00	\$3,222.00
604-B	GRATING	200	LBS	\$4.85	\$970.00	\$4.00	\$800.00
907-242-PP	CONSTRUCTION OF RAISED CROSSWALK, PER PLANS	2	EACH	\$19,810.00	\$39,620.00	\$26,250.00	\$52,500.00
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	345	SY	\$67.05	\$23,132.25	\$70.00	\$24,150.00
609-D	COMBINATION CONCRETE CURB & GUTTER, TYPE I MODIFIED	185	LF	\$22.35	\$4,134.75	\$35.00	\$6,475.00
614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	15	SY	\$80.20	\$1,203.00	\$125.00	\$1,875.00
618-A	MAINTENANCE OF TRAFFIC	1	LS	\$5,000.00	\$5,000.00	\$7,250.00	\$7,250.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SF	\$10.00	\$10.00	\$10.00	\$10.00
620-A	MOBILIZATION	1	LS	\$15,000.00	\$15,000.00	\$19,250.00	\$19,250.00
699-A	ROADWAY CONSTRUCTION STAKES	1	LS	\$9,737.65	\$9,737.65	\$3,500.00	\$3,500.00
626-H	THERMOPLASTIC LEGEND, WHITE	850	LF	\$10.35	\$8,797.50	\$10.00	\$8,500.00
626-H	THERMOPLASTIC LEGEND, WHITE	50	CY	\$60.80	\$3,040.00	\$31.50	\$1,575.00
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	27	SY	\$69.30	\$1,871.10	\$38.00	\$1,026.00
630-C	STEEL U-SECTION POSTS, 3.0 TO 3.5 LBS/FT	42	KGAL	\$17.05	\$716.10	\$19.00	\$798.00
					\$172,800.00		\$181,722.00

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., Thursday, April 29th, 2021 for the Quinn Street Speed Tables & Sidewalk Project for the City of Hattiesburg, Mississippi.



Geoffrey Crosby
 Geoffrey Crosby, P.E., Mississippi Registration No. 19984



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 18, 2021

Re: Acknowledge receipt of closing documents for the Duncan Lake Trail Extension Project; Authorize payment of final pay application; Approve final acceptance of project.
File Number: 2021-406
Minute Book #

Summary

Acknowledge receipt of closing documents for the Duncan Lake Trail Extension Project; Authorize payment of final pay application; Approve final acceptance of project.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 18, 2021 City Council meeting for consideration.

March 29, 2021
N-S Project No. 15852.000

Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTORS FINAL ESTIMATE
CITY OF HATTIESBURG
DUNCAN LAKE TRAIL EXTENSION PROJECT

Dear Mr. Rutland:

Enclosed are four (4) originals of the Contractor's Final Estimate along with Final Close-Out Documents for the referenced project. I have reviewed the Contractor's Final Estimate and find the pay application to be in order. I, therefore, recommend payment to the contractor RJM McQueen Contracting Inc., in the amount of \$5,665.78 for work completed.

Please call me at 601-545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.



Austin Lovitt, A.S.L.A.
Project Manager

Enclosures

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702 Page | 1

To(OWNER): CITY OF HATTIESBURG

P.O. BOX 1898
Accounting Department
HATTIESBURG, MS 39403Project: Forrest/RJM/Duncan Lake
Trail

Application No: 3

Invoice No: 20210319

Period To: 3/25/2021

From: RJM-McQueen Contracting,
Inc80 Ramsey McQueen Road
Collins, MS 39428

Via(Architect):

Architect's

Project No: 202018008

Contract Date: 6/8/2020

CONTRACT'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	117,427.50
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (LINE 1 +/- 2)	117,427.50
4. TOTAL COMPLETED & STORE TO DATE (Column G on G703)	113,315.54
5. RETAINAGE(COLUMN 1 on G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	113,315.54
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior Certificate)	107,649.76
8. SALES TAX	0.00
9. CURRENT PAYMENT DUE	5,665.78
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	4,111.96

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contract for Work for Which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RJM-McQueen Contracting, Inc

By: Cindy Seaton Date: 3-25-2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 5,665.78

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT

By: Pamela Griffith Date: 4/28/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

State of Mississippi County of DeWitt
Subscribed and sworn to before me this 25th day of March, 2021
Notary Public: Pamela Griffith
My Commission expires: May 7, 2024



CONTINUATION SHEET

AIA Document G703

Page | 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 3
Application Date: 3/25/2021
Period To: 3/25/2021
Architect's Project No: 202018008

ITEM No.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
1	Clearing & Grubbing	7,500.00	1,425.00	0.00	0.00	1,425.00	19	6,075.00	0.00
2	Removal of Asphalt Pavement, All Depths	14,000.00	10,937.50	0.00	0.00	10,937.50	78	3,062.50	0.00
3	Unclassified Excavation, FM	1,500.00	0.00	0.00	0.00	0.00	0	1,500.00	0.00
4	Size 610 Crushed Stone Base, AEA	26,212.50	23,466.60	0.00	0.00	23,466.60	90	2,745.90	0.00
5	Geotextile Stabilization, Type V, Non-Woven	1,380.00	1,626.00	0.00	0.00	1,626.00	118	-246.00	0.00
6	Topsoil For Slope Treatment, Contractor Furnished	2,750.00	2,904.00	0.00	0.00	2,904.00	106	-154.00	0.00
7	Solid Sodding, Centipede	4,400.00	3,120.00	0.00	0.00	3,120.00	71	1,280.00	0.00
8	Watering	3,500.00	0.00	0.00	0.00	0.00	0	3,500.00	0.00
9	Temporary Silt Fence	1,000.00	0.00	0.00	0.00	0.00	0	1,000.00	0.00
10	Wattles, 12"	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
11	Sandbags	100.00	0.00	0.00	0.00	0.00	0	100.00	0.00
12	9.5MM, ST, Asphalt Pavement	32,475.00	32,336.44	0.00	0.00	32,336.44	100	138.56	0.00
13	Maintenance of Traffic	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	0.00
14	Const. of Kiosk Sign Frame, W/out Sign, Per Plans	2,400.00	2,400.00	0.00	0.00	2,400.00	100	0.00	0.00
15	Construction of Kayak Launch Sign, Per Plans	900.00	900.00	0.00	0.00	900.00	100	0.00	0.00
16	Removable Bollards, Per Plans	4,400.00	19,800.00	0.00	0.00	19,800.00	450	-15,400.00	0.00
17	Roadway Construction Stakes	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	0.00

[Type text]

CONTINUATION SHEET

AIA Document G703

Page | 3

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 3
Application Date: 3/25/2021
Period To: 3/25/2021
Architect's Project No: 202018008

ITEM No.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
18	Additional Construction Signs	10.00	0.00	0.00	0.00	0.00	0	10.00	0.00
19	Mobilization	8,800.00	8,800.00	0.00	0.00	8,800.00	100	0.00	0.00
		117,427.50	113,315.54	0.00	0.00	113,315.54		4,111.96	0.00

[Type text]

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. 1001145036

TO OWNER:
(Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:
(Name and address)

Duncan Lake Trail Extension, City of Hattiesburg, Mississippi

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: See Project Description Below:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY,

on bond of
(Insert name and address of Contractor)

RJM-McQueen Contracting, Inc.
80 Ramsey McQueen Road
Collins, MS 39428

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 14, 2021
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Peggy Jackson, Witness



U.S. Specialty Insurance Company

(Surety)

By:

(Signature of authorized representative)

Amanda Jean Charfauros Attorney-in-Fact

(Printed name and title)

Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Amanda Jean Charfauros

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001145036 Amount of Bond: See Bond Form
Principal: RJM-McQueen Contracting, Inc.
Obligee: City of Hattiesburg

This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2019.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles SS:



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 23rd day of September, 2019, before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

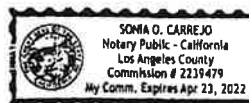
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14th day of April, 2021.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary

HCCSPOACONSOLEBONDSP2019.09



80 RAMSEY McQUEEN RD • COLLINS, MS 39428

PHONE (601) 765-6561 • FAX (601) 765-6562

April 15, 2021

Austin Lovitt

Neel-Schaffer

City of Hattiesburg

Project: Duncan Lake Trail Extension

We hereby certify that all bills for labor and materials incorporated into the above project under our contract, have been paid to date and that the Owner is released from any and all claims and/or damages under this contract.

STATE OF MISSISSIPPI

COUNTY OF COVINGTON

Subscribed and sworn to before me on this date: April 15th, 2021.

Regina McQueen, Owner, President

Notary Public

My Commission Expires





80 RAMSEY McQUEEN RD • COLLINS, MS 39428

PHONE (601) 765-6561 • FAX (601) 765-6562

April 14, 2021

RE: Duncan Lake Trail Extension Project

Neel-Schaffer
City of Hattiesburg
Hattiesburg, MS 39403
Attn: Austin Lovitt

Dear Mr. Lovitt:

We hereby guarantee all work performed by RJM McQueen Contracting, Inc. on the project contract referenced above, to be free from defective materials and workmanship for a period of one (1) year starting December 7, 2020 (date of substantial completion), until December 7, 2021. Warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose other than intended, improper or insufficient maintenance or modification performed by others or abuse.

Sincerely,

Regina McQueen, President
RJM McQueen Contracting, Inc.

State Of: Mississippi, County of: Covington

Witness my hand and official seal hereto affixed

This 14th day of April, 2021.

Notary Public in and for the State of Mississippi.

My commission expires May 7, 2024.





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 18, 2021

Re: Acknowledge receipt of a Permanent Sewer Easement from Pearl River Junior College District for a portion of Tax Parcels No. 2-041B-27-004.00, 2-041B-27-005.00 & 2-038O-22-005.00 and more fully described in the attached deed.
File Number: 2021-405
Minute Book #

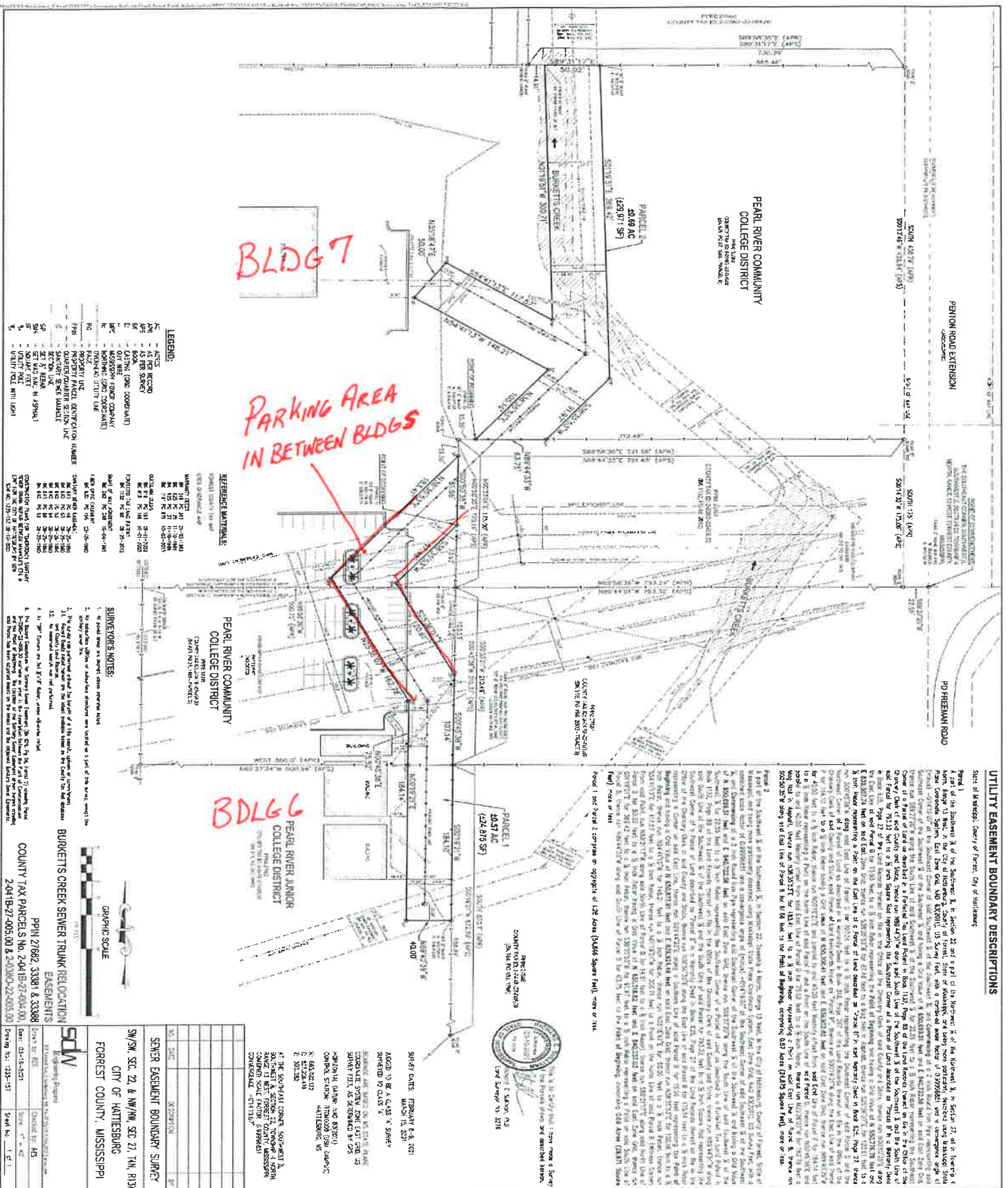
Summary

Acknowledge receipt of a Permanent Sewer Easement from Pearl River Junior College District for a portion of Tax Parcels No. 2-041B-27-004.00, 2-041B-27-005.00 & 2-038O-22-005.00 and more fully described in the attached deed.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 18, 2021 City Council meeting for consideration.



Grantee, prepared by and return to:	Grantor's Address:
City of Hattiesburg	Pearl River Junior College District
Department of Engineering	5448 Highway 49 South
P O Box 1898	Hattiesburg, MS 39401
Hattiesburg, MS 39403-1898	
Phone: (601) 544-4540	Phone:
Account No.	Business No.

PERMANENT SEWER EASEMENT

INDEXING INSTRUCTIONS:

Parcel 1: A part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, in Section 22 and a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, in Section 27, all in Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi;

Parcel 2: A part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, in Section 22, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi

Pearl River Junior College District
5448 Highway 49 South
Forrest County

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERMANENT SEWER EASEMENT

FOR AND IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, Roger Knight, _____, and _____, the undersigned, hereby grant, bargain, sell, and convey unto the **CITY OF HATTIESBURG, MISSISSIPPI**, a municipal corporation, a Permanent Sewer Easement over, across and upon a parcel of real property, for the repair and maintenance of a sewer line on the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

Parcel 1

A part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, in Section 22 and a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, in Section 27, all in Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99996851 and a convergence angle of (minus) $-0^{\circ}14'19.07''$ at the Southeast Corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and **Commencing** at a 2 Inch Round Iron Pipe representing said Southeast Corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and having a Grid Value of **N 650,699.51 feet** and **E 840,722.56 feet** on said East Zone Grid, thence run $S89^{\circ}37'20''W$ along the South Line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 22.59 feet to a $\frac{1}{2}$ Inch Rebar representing the Southeast Corner of a Parcel of Land as described in a Forfeited Tax Land Patent in Book 1132, Page 88 of the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, thence run $N89^{\circ}44'51''W$ along said South Line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the South Line of said Parcel for 793.32 feet to a $\frac{1}{2}$ Inch Square Rod representing the Southeast Corner of a Parcel of Land described as "Parcel B" in a Warranty Deed in Book 625, Page 27 of the Land

Records thereof on file in the Office of the Chancery Clerk of said County and State, thence run N00°50'35"E along the East Line of said Parcel B for 73.93 feet to a ½ Inch Rebar representing the **Point of Beginning** and having a Grid Value of **N 650,776.78 feet** and **E 839,907.74 feet** on said East Zone Grid; thence run S38°35'53"W for 87.48 feet to a Mag Nail in Asphalt, thence run S25°36'07"E for 120.61 feet to a ½ Inch Rebar representing a Point on the East Line of a Parcel of Land described as "Parcel D" in said Warranty Deed in Book 625, Page 27, thence run S00°45'38"W along said East Line of Parcel D for 107.14 feet to a ½ Inch Rebar representing the Southeast Corner of said Parcel D and the Northeast Corner of a Parcel of Land as described in a Warranty Deed in Book 318, Page 387 of the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, said Parcel of Land henceforth known as "Parcel P", thence run S00°19'21"W along the East Line of said Parcel P for 184.10 feet to a ½ Inch Rebar having a Grid Value of **N 650,308.41 feet** and **E 839,902.82 feet** on said East Zone Grid, thence run N89°40'39"W for 40.00 feet to a ½ Inch Rebar, thence run N00°19'21"E and parallel to and 40.00 feet westerly offset from said East Line of Parcel P for 184.14 feet to a ½ Inch Rebar representing a Point on the North Line of said Parcel P and a Point on the South Line of said Parcel D, thence run N00°45'38"E and parallel to and 40.00 feet westerly offset from said East Line of Parcel D for 75.52 feet to a ½ Inch Rebar, thence run N25°36'07"W for 162.78 feet a Mag Nail in Asphalt, thence run N38°35'53"E for 183.41 feet to a ½ Inch Rebar representing a Point on said East Line of Parcel B, thence run S00°50'35"W along said East Line of Parcel B for 81.66 feet to the **Point of Beginning**, comprising **0.57 Acres (24,875 Square Feet)**, more or less.

Parcel 2

A part of the Southwest ¼ of the Southwest ¼, in Section 22, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99996851 and a convergence angle of (minus) -0°14'19.07" at the Southeast Corner of said Southwest ¼ of the Southwest ¼, and **Commencing** at a 2 Inch Round Iron Pipe representing said Southeast Corner of the Southwest ¼ of the Southwest ¼ and having a Grid Value of **N 650,699.51 feet** and **E 840,722.56 feet** on said East Zone Grid, thence run S89°37'20"W along the South Line of said Southwest ¼ of the Southwest ¼ for 22.59 feet to a ½ Inch Rebar representing the Southeast Corner of a Parcel of Land as described in a Forfeited Tax Land Patent in Book 1132, Page 88 of the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, thence run N89°44'51"W along said South Line of the Southwest ¼ of the Southwest ¼ and the South Line of said Parcel for 793.32 feet to a ½ Inch Square Rod representing the Southeast Corner of a Parcel of Land described as "Parcel B" in a Warranty Deed in Book 625, Page 27 of the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, thence run N00°50'35"E along the East Line of said Parcel B for 175.14 feet to a ½ Inch Rebar representing a Corner on said East Line, thence run S89°44'33"E along a Southern Line of said Parcel B for 15.26 feet representing the **Point of Beginning** and having a Grid Value of **N 650,877.91 feet** and **E 839,924.49 feet** on said East Zone Grid; thence

run N38°35'53"E for 105.16 feet to a ½ Inch Rebar, thence run N54°41'13"W for 148.21 feet to a ½ Inch Rebar, thence run N35°18'47"E for 50.00 feet to a ½ Inch Rebar, thence run S54°41'13"E for 117.57 feet to a ½ Inch Rebar, thence run N01°19'51"W for 300.71 feet to a Point on the North Line of said Parcel B (Witness Corner: From said Point, run N89°31'17"W along said North Line of Parcel B for 14.91 feet to a ½ Inch Rebar), thence run S89°31'17"E along said North Line of Parcel B for 50.02 feet to a ½ Inch Rebar having a Grid Value of **N 651,318.82 feet** and **E 840,037.03 feet** on said East Zone Grid, thence run S01°19'51"E for 369.42 feet to a ½ Inch Rebar, thence run S38°35'53"W for 91.97 feet to a ½ Inch Rebar representing a Point on said South Line of Parcel B, thence run N89°44'33"W along said South Line of Parcel B for 63.75 feet to the **Point of Beginning**, comprising **0.69 Acres (29,971 Square Feet)**, more or less.

Parcel 1 and Parcel 2 comprise an aggregate of **1.26 Acres (54,846 Square Feet)**, more or less.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to repair and maintain the sewer line. Grantee will restore any damage to the Easement Area or Grantor's adjacent property caused by this action or Grantee's use of the Easement Area.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the re-construction and maintenance of the existing sewer, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my/our signature(s) this the 28th day of April AD, 2021.

[Signature] 4/28/21
Signature Date

Signature Date

Signature Date

STATE OF MISSISSIPPI

COUNTY OF Pearl River

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of April, 2021, within my jurisdiction, the within named, Roger Knight, _____, and _____, who acknowledged before me that (he) (she), (they) is/are Senior Vice President of the PEARL RIVER JUNIOR COLLEGE DISTRICT, and that for and on behalf of the PEARL RIVER JUNIOR COLLEGE DISTRICT, (he) (she), (they) executed the above and foregoing instrument, after first having been duly authorized by the PEARL RIVER JUNIOR COLLEGE DISTRICT so to do.

Melissa A. Bagnoli (NOTARY PUBLIC)

My commission expires: _____



SEAL



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, May 18, 2021

Re: Ratification of a submitted grant application to the Bloomberg Philanthropies Asphalt Art Initiative grant program in the amount of \$25,000.00 to fund the placement of driveway and parking lot murals at the Hattiesburg Community Arts Center, and crosswalk murals at the intersection of Jackson, Main, and McLeod Streets.
File Number: 2021-393
Minute Book #

Summary

Bloomberg Philanthropies – Asphalt Art Initiative

Recommendation Statement

I recommend ratification of a submitted grant application to the Bloomberg Philanthropies Asphalt Art Initiative grant program in the amount of \$25,000.00 to fund the placement of driveway and parking lot murals at the Hattiesburg Community Arts Center, and crosswalk murals at the intersection of Jackson, Main, and McLeod Streets.

Please place this on the May 18, 2021 City Council meeting for consideration.

Title	City of Hattiesburg	04/28/2021
	by Jennifer Shows in Asphalt Art Initiative 2021 Application	id. 20034668
	jshows@hattiesburgms.com	

Original Submission	04/28/2021
----------------------------	------------

Once you have started an application form, you can save it at any time and continue working on it later. If you are the owner of the application form (i.e., the person who initiated it), then you can invite other members of your team to collaborate on it by clicking "invite collaborators" above. For more information on working with collaborators in Submittable, click [here](#). Note that only the owner of the form can press submit.

Name of City	City of Hattiesburg
State	Mississippi
City Population	46098.0
Current Mayor	Toby Barker
End Date of Mayor's Current Term	7/1/2021

PROJECT TEAM

Project Team	The project team will consist of the City of Hattiesburg, Hattiesburg Alliance for Public Art (HAPA), and Downtown Hattiesburg Association (DHA). The City of Hattiesburg has jurisdiction over the streets, driveways, and lots where the murals will be installed and will be responsible for overall project management. HAPA will organize/host public forum(s) seeking public input on the subject matter, manage the process of commissioning the murals, as well as offer their marketing expertise to ensure the project is successful. DHA will also provide marketing and event planning expertise.
Lead City Agency	City of Hattiesburg
Fiscal Agent	Hattiesburg Alliance for Public Art (an umbrella organization under VisitHATTIESBURG)
Primary Contact	Jennifer Shows
Primary Contact Title and Affiliation	Grant Coordinator - City of Hattiesburg

Primary Contact Email	jshows@hattiesburgms.com
Primary Contact Phone	+16015454544
ASPHALT ART PROJECT OVERVIEW Provide a title and summary of your proposed asphalt art project.	
Project Title	Hattiesburg Creative Crossings
Project Summary	The City of Hattiesburg proposes to incorporate murals in existing crosswalks at one intersection near the Hattiesburg Community Arts Center and two driveways entering the facility. In addition, an artistic emblem will be designed and installed in the center of the lot used for HCAC outdoor markets and events and music activities held at "The Jook", a popular interactive community stage outside the HCAC. Six bollard planters will be installed to deter traffic from entering the pedestrian lot. The six crosswalk locations and parking lot emblem are indicated on the attached Site Map. Research is in progress to determine specific design and safety features. Curb extensions are being considered to slow traffic at the 4-crosswalk intersection, but feasibility has not been determined yet. Crosswalk murals will delineate and beautify pedestrian spaces in a town that strives to be more pedestrian-friendly, enhancing the visibility of crosswalks and increasing pedestrian safety while attracting visitors from across Mississippi to the Hattiesburg Community Arts Center. Community residents will elicit a sense of pride from the improved aesthetics, and the art-infused pathway to the HCAC will raise awareness and draw more people to the many events and programming opportunities taking place there.
SITE INFORMATION Provide the following information about your proposed site(s), their existing conditions, and why you selected them.	
Site Category	Crosswalk and/or intersection

Site Description	Sites were chosen as part of an ongoing initiative to improve walkability, develop artistic and cultural tourism in Downtown Hattiesburg, and increase connectedness to the HCAC. Safety especially is a concern for children and community members walking to the HCAC for afterschool programs and events. The project includes all 4 crosswalks at the Jackson-Main-McLeod intersection, two driveway crosswalks, and a design in the center of the location for outdoor HCAC events. Asphalt has been evaluated and is in good repair at all locations. HCAC is a collective effort to promote the arts and cultivate local talent. The building formerly housed the production of the Hattiesburg American newspaper. Following Hattiesburg American's exodus, community stakeholders erupted with ideas to transform the vacant 36,000-square-foot facility into a community arts center. Located in a revitalized downtown where buildings have served commercial, governmental, and social functions since 1884, the HCAC opened in 2019 to offer programs, classes, and events promoting arts and arts education to residents of Hattiesburg and beyond. COVID-19 precipitated virtual programming and many outdoor socially distanced events such as art markets, plant swaps, and music events at "The Jook". Average Daily Traffic Counts: Main St.: 6,900 Jackson St.: 1,000 McLeod St.: 3,300
Site Location	1. Jackson St./McLeod St & Main St.; Coordinates: 31.32848233219671, -89.29323253794792 2. HCAC Driveway 1; Coordinates: 31.3290151,-89.2929106 3. HCAC Driveway 2; Coordinates: 31.32873142,-89.29383417 4. HCAC Art Market Lot; Coordinates: 31.3289656,-89.293186
Site Owner	The City of Hattiesburg has jurisdiction over the streets where the crosswalk and emblem murals would be placed, and the City's Public Works Department is responsible for the maintenance of city streets.
Priority Project Goal	GOALS & METRICS A critical component of the Asphalt Art Initiative is to identify priority goals for the project and to make a plan for collecting metrics to determine how successful the project is at meeting those goals. We recognize that goals and metrics may differ from project to project, but please fill out the below information to the best of your ability.
	Revitalizing and activating underutilized public space

Metrics

Based on your project's goal(s), select 5-10 metrics from the below lists that you would track to determine the success of the project at meeting the goals. Think about the key takeaways you hope to have at the end of the project. Examples Average traffic speed at the intersection decreased by [%]. The percentage of pedestrians who report feeling safe at the intersection increased from [%] to [%]. In its first year, the new plaza had [#] community events with a total of [#] attendees. Businesses adjacent to the project site saw a [%] increase in sales. Please select a total of 5-10 metrics across the three lists below. If one of the lists does not apply to your project, you may select "N/A" for that particular list.

Metrics: Safety & Mobility

Reduction in vehicle speeds
Change in traffic count
New or enhanced crosswalks
Increase in perception of safety (traffic and/or personal)
Decrease in injuries

Metrics: Public Space

Increase in number of events
Increase in area business activity (sales tax data, surveys, etc)
Increase in number of pedestrians/visitors (survey, counts, etc)
Amount of new or enhanced pedestrian space
Increase in diversity of visitors (geographic, race, etc)
Increase in visit frequency
Increase in positive perception of site

Metrics: Community Engagement

Number of social media interactions
Number of outreach events
Number of new projects inspired
Number of people involved in outreach events
Number of children/students engaged
Number of artist submissions
Change in perception/awareness of project-specific factor (racial justice, community identity, police, sustainability, public transit, etc)
Number of press/media hits
Number of volunteers

Other Metrics

Traffic citations impacting pedestrian safety are available from Hattiesburg Municipal Court. In evaluating the impact of the crosswalk murals on pedestrian safety, we will consider incidents such as (but not necessarily limited to) speeding, disregard for traffic devices, careless driving, improper passing, failure to yield, and failure to keep in the proper lane. In FY2019, there were 24 such incidents in the project area. While FY2020 incidents were much lower (at 7), this was an abnormal year due to the COVID-19 economic shutdown. We will compare the number of citations after project completion, using pre-COVID numbers as the baseline.

Metrics Collection
Plan

The following will be compared before/after the project, or observed post-project when prior data is unavailable:

- o A walkability study is in progress to survey pedestrians' perception of safety, general appearance, & design/layout.
- o Traffic citations - maintained by Municipal Court.
- o Average daily traffic counts – maintained by City's Traffic Division
- o Area building vacancies - maintained by City's Planning Division
- o Number of events held at/near HCAC, number of volunteers participating in design & voting, interactions on City's social media postings of project/event-related information, & number of new/related projects inspired – maintained by City, HCAC, & partnering organizations

ADDITIONAL DETAILS

Duration of Artwork **Permanent/semi-permanent with artwork repair/reapplication**

Timeline **Design: Oct. – Dec. 2021
Artist Selection: Jan. – Mar. 2022
Site Preparation & Installation: Apr. – Nov. 2022
Completion: Nov. 2022**

Artist/Design
Selection **Hattiesburg Alliance for Public Art (HAPA) will coordinate the design and artist selection process. HAPA and HCAC will collaborate with volunteers to determine the subject matter and design of the artwork. Next, a public call will be distributed for artist proposals. A selection committee will review and rate artist proposals. Proposals will be narrowed down to finalists based on artistic merit and response to design criteria. Once the voting period is over, the winner will be confirmed and notified.**

Community
Engagement **Community volunteers will provide input on the artwork subject matter and design. . The HCAC has an extensive volunteer base through their HCAC Residency Program, established to give local organizations an affordable venue for programming and events. HCAC & partner organizations will coordinate future programming around the project site. HCAC is equipped with a performing arts space, dance studio, classrooms, and collaborative private studios and hosts open houses, classes, theatrical productions, and concerts. Outreach programs include workshops, video tutorials, community art installations, and a free library of art supplies. Locals promote/sell their products & services at monthly outdoor art markets.**

Materials & Maintenance

We are considering the use of thermoplastic for the four intersection crosswalks at Main, Jackson, and McLeod Street and the lot emblem due to durability and its reflexiveness for safety. We are proposing that latex traffic marking paint be used on the two driveway crosswalks. Ultimately, the decision made will be a collaborative one between the project team, community members, and the artist(s).

The City of Hattiesburg will maintain the sites after the project is completed. A regular maintenance/repair schedule will be developed in collaboration with the artist(s), to ensure that touch-ups, repainting, resealing, or other repairs are adequately addressed.

BUDGET

Bloomberg
Philanthropies
Request

25000.0

Outline your anticipated budget for the entire project. If the project exceeds the amount you are requesting from Bloomberg Philanthropies, then see the subsequent question related to additional funding sources. Example Expenses Design: artist fees, site plan, traffic control plan, etc. Labor: project management, volunteer organizing, community outreach, data collection, installation, etc. Supplies: painting materials, bollards, reflective tape, marketing and outreach materials, data collection supplies, etc. Indirect Costs: administrative or facility-related expenses that are not directly related to the project (e.g., executive suite, insurance, rent, utilities, etc.). Please note that Bloomberg Philanthropies does not cover indirect costs that exceed 15% of direct expenses. Other: event fees, permit fees, any other costs not referenced above

Project Expenses

[AAI Budget 2021.xlsx](#)

Additional Budget
Description (if
applicable)

n/a

Additional Funding
Sources (if
applicable)

n/a

In-Kind Support

The City of Hattiesburg and HAPA will collaborate in the planning and implementation of the project. The City of Hattiesburg will provide project management and long-term maintenance, as well as some site preparation work. HAPA will organize forums for community input, coordinate the artist selection process, and oversee the installation of the artwork.

ATTACHMENTS

Site Map

[Hattiesburg_Creative_Crossings-Site_Map.pdf](#)

Site Photos

[Hattiesburg_Creative_Crossings-Site_Photos.pdf](#)

Site Owner Letter

[Site_Owner_Letter_2021-Signed.pdf](#)

Artist Work Samples (if applicable)

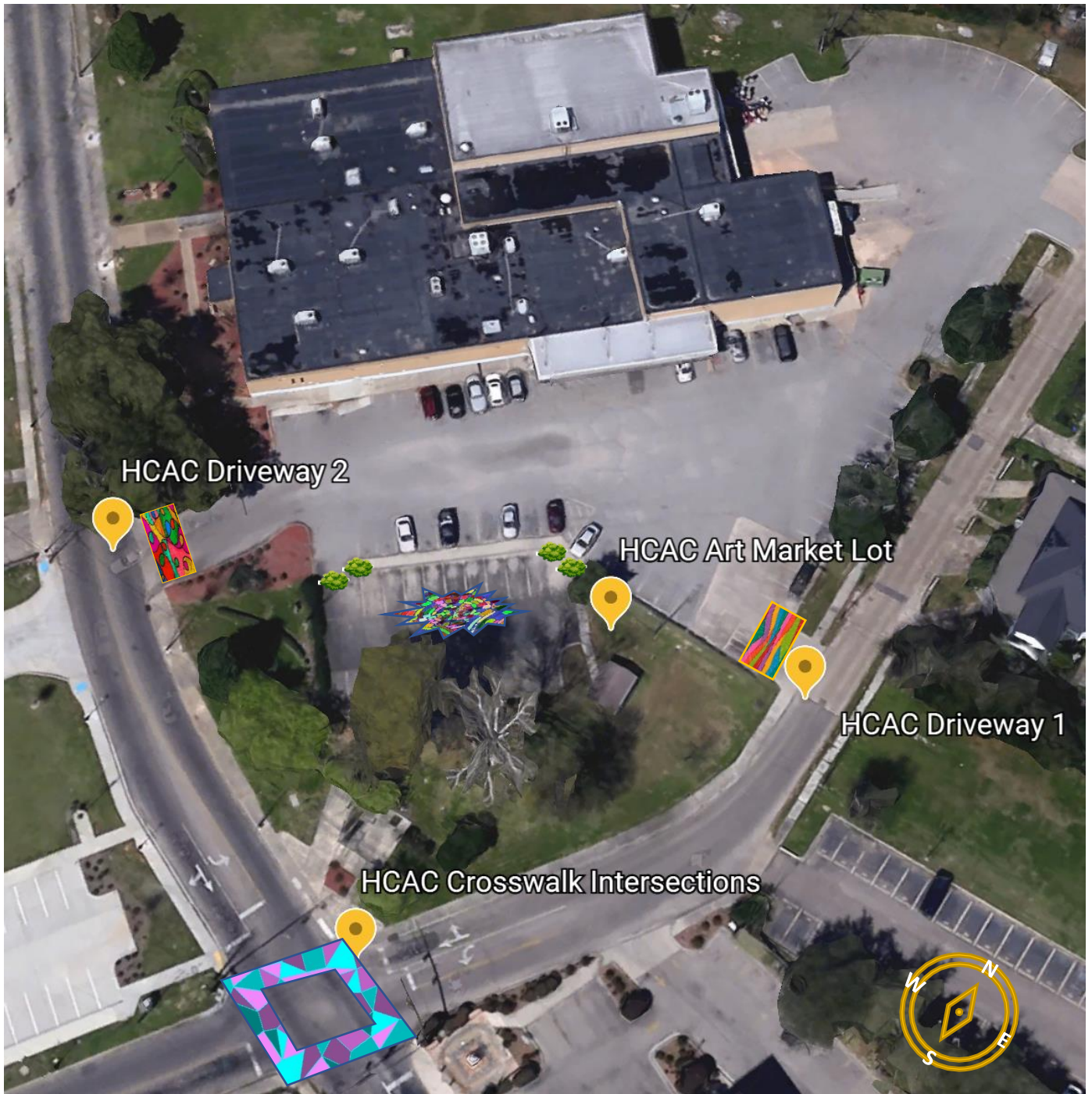
[Hattiesburg_Creative_Crossings-_Sample_Work.pdf](#)

Please review and finalize your answers before pressing submit. Only the owner of the form (i.e., the person who initiated it) can press submit. By submitting my information, I agree to the Privacy Policy.

Bloomberg Philanthropies - Asphalt Art Initiative
Project Expenses

Category	Details (please provide)	Amount (\$)	% of Total
Design	Artist Fee	\$5,000	20
Labor	Site prep	\$5,000	20
Supplies	Painting & installation supplies	\$15,000	60
Indirect Costs			0
Other			0
Total		\$25,000	

Site Map



- 0.4 mi from Hawkins Elementary
- 0.4 mi from Hattiesburg Public Library

- 0.3 mi from shops and restaurants
- 0.4 mi from City Hall
- 0.5 mi from Town Square Park
- 0.7 mi from the Train Depot

Site Photos

HCAC Crosswalk Intersection-Main/Jackson/McLeod Street



HCAC Driveway 1



HCAC Driveway 2



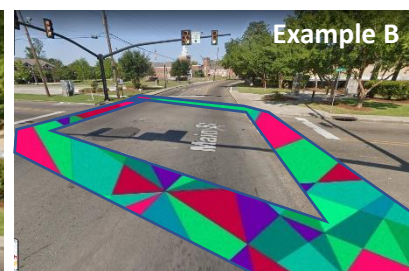
HCAC Art Market Lot



Hattiesburg Creative Crossing Sample Work

The design samples below are intended to show how murals would improve the space surrounding the Hattiesburg Community Arts Center. Community volunteers will provide input on the subject matter and final design.

HCAC Crosswalk Intersections



HCAC Driveway 1



Latex Traffic Marking Paint

Approximately 250 ft²

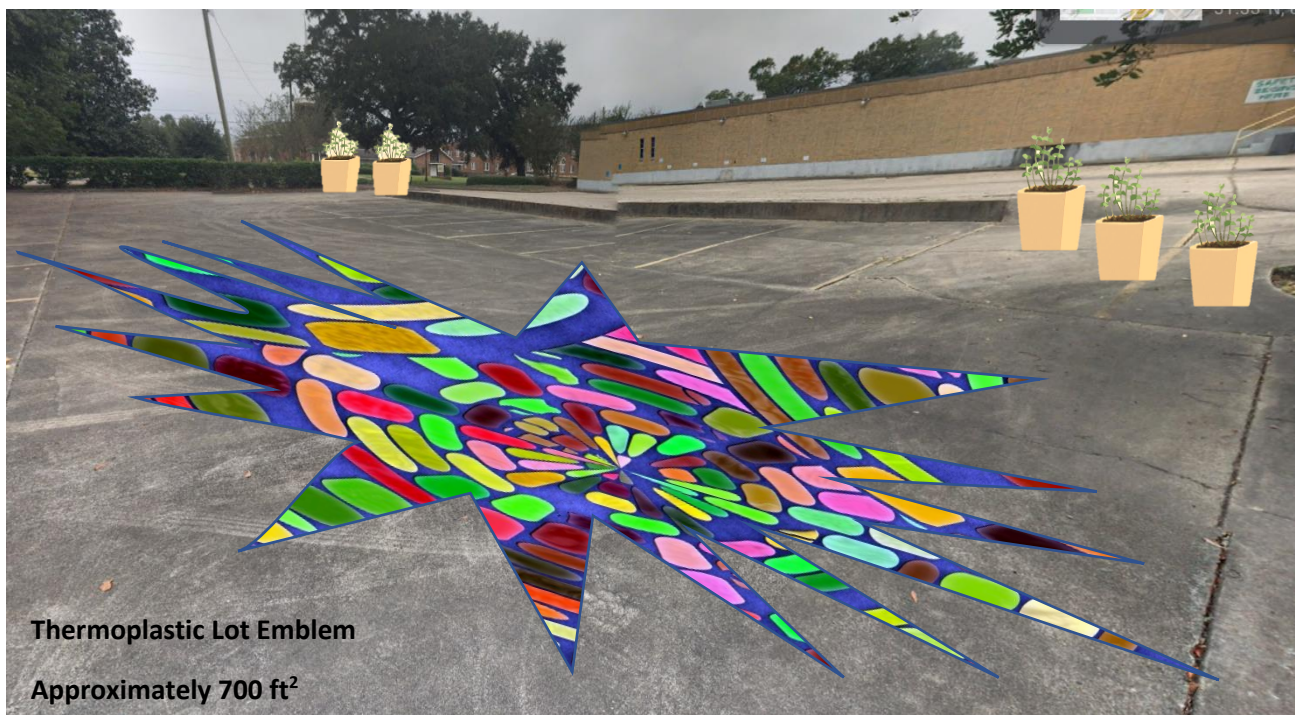
HCAC Driveway 2

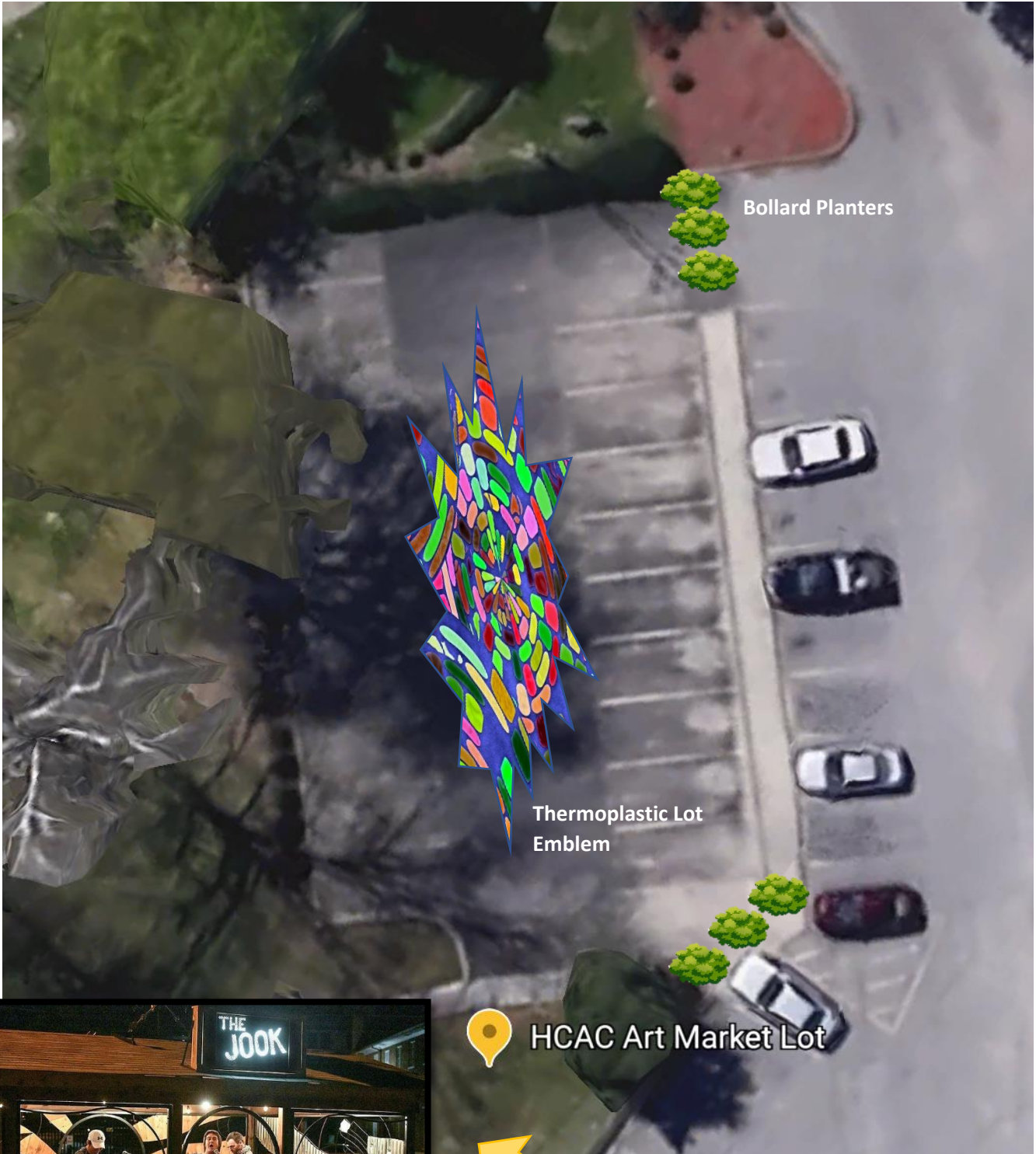


Latex Traffic Marking Paint

Approximately 250 ft²

HCAC Art Market Lot

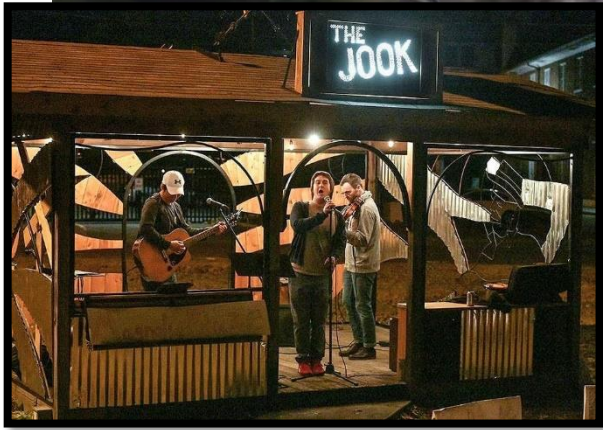




Bollard Planters

Thermoplastic Lot Emblem

HCAC Art Market Lot





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, May 18, 2021

Re: Ratification of submitted grant application to the Mississippi Department of Transportation (MDOT) Multimodal Transportation Improvement Program in the amount of \$100,000, to fund the purchase of a replacement bus for Hub City Transit.
File Number: 2021-394
Minute Book #

Summary

MDOT Multimodal Transportation Improvement Program Grant Application

Recommendation Statement

I recommend ratification of the submitted grant application to the Mississippi Department of Transportation (MDOT) Multimodal Transportation Improvement Program in the amount of \$100,000, to fund the purchase of a replacement bus for Hub City Transit.

Please place this on the May 18, 2021 City Council meeting for consideration.

Request for Transit Multi-Modal Funds

FY 2022

GENERAL INFORMATION				
Transit System Name HUB City Transit				
Location				
Sponsor City of Hattiesburg				
Mailing Address 1001 Tipton Street				
City Hattiesburg		State MS	ZIP 39401	
Prefix Mrs.	Contact First Name Jennifer	Mi.	Contact Last Name Shows	Suffix
Title Grant Coordinator				
Phone Number (601) 545-4544		Fax Number		
E-mail Address jshows@hattiesburgms.com				

COMMITTEE USE ONLY
Recommend for Approval
Date:
By:
MM-:

Not Recommended for Approval
Date:

MULTI-MODAL PROJECT DESCRIPTION
Include a brief narrative of what items or services are to be funded. Be sure to include specific amounts as well as number and types of items requested. The City of Hattiesburg's transit system, Hub City Transit, is requesting funds for the purchase of a new 30 ft. bus to replace an existing bus that is past its useful life. The anticipated cost of the bus is \$500,000. The City of Hattiesburg is requesting \$100,000 in Transit Multimodal Funds and will use the 5307, Urbanized Area Formula, allocation from FTA for the \$400,000 federal share. Request Priority - List items from highest to lowest priority (left to right) in the field below separated by semicolon. [example: Insurance; Vans; ...] PRIORITY: While our request is for the purchase of one item, we will accept an award less than the requested \$100,000 if offered. Calculation of Costs: Capital Projects + Operational Projects = Total Cost. Then, Total Cost – Federal Share = Total Amount of Multimodal Funds. ALL Numbers/Entries will be rounded to the next whole \$

PROJECT ITEMS and COSTS (ALL Numbers/Entries will be rounded to next whole \$)					
Capital Projects		Operational Projects		Applicants Federal Share	
Purchase Vehicles	\$ 500,000	Consultant Fees			
Rehab Vehicles		Operating Costs (attach budget)			
Equipment		Other Costs (attach budget)			
Construction / Other		Insurance			
Sub-Total Capital Cost	\$ 500,000	Sub-Total Operational Cost	\$ 0		
				Total Applicant Federal Share	\$ 400,000
Capital Projects		\$ 500,000			
Operational Projects		+	\$ 0		
Total Project Cost		\$ 500,000			
Total Federal Share		-	\$ 400,000		
Total Amount of Multi-Modal funds Requested		\$ 100,000			

Justification

From the Intermodal Planning website, download the file in the Public Transit box titled "Project Justification Document" (Word document).

Open the file and provide your answers to the following questions.

- | Questions | Point values |
|---|--------------|
| 1. Describe how the project directly relates to overall capital improvements or asset management program/efforts (e.g., replacement, refurbishing or rehabilitation of vehicles and capital equipment). | (0-20 pts) |
| 2. Describe how these funds will directly benefit the operation of the transit system. | (0-20 pts) |
| 3. Describe how the proposed project supports or encourages coordination and/or collaborated transportation services. | (0-25 pts) |
| 4. Provide an analysis of the return on investment or cost benefits to be derived from the project. (e.g., increased capacity, improved performance or increased operating efficiencies) | (0-15 pts) |
| 5. Provide detailed description of the impact resulting from failure to fund this request. | (0-15 pts) |
| 6. Any additional information the applicant would like for the Committee to consider in reviewing this request for funding. | (0-5 pts) |

Maximum point value 100 pts

AUTHORIZED REPRESENTATIVE	
Name Toby Barker	
Title Mayor	Phone Number: (601) 545-4501
Signature 	Date Signed: 4/21/2021

Signature not required on upload file. DO NOT SCAN AND UPLOAD.

Submit _____ one (1) original, stapled _____ of the Application Package by 4:00 pm on
_____ April 30, 2021 _____ to _____

Shirley Wilson, Director
Public Transit Division, MDOT
P.O. Box 1850 - MC: 61-01
Jackson, MS 39215-1850

Phone: (601)359-7800
Fax: (601)359-7777
Email: swilson@mdot.ms.gov

FY2022 Transit Multimodal Milestones

Milestone	Projected Dates			Notes/Comments
	Construction	Equipment	Other	
Design Contract Awarded				
Design Complete				
RFP/IFB-Out for Bid				
Bids/Proposals Due				
Identify When Contract Awarded				
Construction Notice to Proceed				
Identify When Work Will Begin		10/1/2021		Initiate bus procurement
Equipment Ordered				
Quarterly Progress Reports & Request for Reimbursements	January,	April,	July,	October
Equipment Delivered and Inspected		3/31/2023		Delivery and inspection of bus
Project Complete		9/30/2023		
Final Quarterly Report/ Reimbursement Request		11/14/2023		

COMPLETE AND EMAIL FORM TOrbailey@mdot.ms.gov

ATTENTION: Roderick Bailey

Capital / Vehicle Purchase Request Form

Enter vehicle size, number and type of equipment requested, including optional equipment & price in the table below.

Multimodal funds are not to exceed the amount of your project's award. **If the cost of a vehicle(s) exceeds the amount of multimodal funds awarded, local match must be included to make up the difference.**

Capital Items / Vehicle Size	Number Requested	Class A,B,C (if applicable)	Optional Equipment / \$0.00 (i.e. Farebox \$)	Multimodal Funds	Local Match	Federal Funds 80%	Total Vehicle Cost
30 ft. bus (\$500,000)	1	Class B	Destination sign/\$3,000; Wheelchair tie/ \$5,000; Reflect Decal/\$2,500; Farebox/\$1,500; Wrapping/\$8,000	\$100,000.00	\$0.00	\$400,000.00	\$500,000.00
							\$0.00
							\$0.00
						\$0.00	
4.						\$0.00	
5.							
TOTAL:		N/A	N/A	\$100,000.00	\$0.00	\$400,000.00	\$500,000.00

Agency Name / Program:

City of Hattiesburg - Hub City Transit

Authorized Signature:



Print Authorized Name:

Mayor Toby Barker

Date:

4/21/2021

Project Justification - Public Transit

Transit System:

1. Describe how the project directly relates to overall capital improvements or asset management program/efforts (e.g., replacement, refurbishing or rehabilitation of vehicles and capital equipment). (0-20 pt)

Hub City Transit has a number of buses in its fleet that are past or near the end of their useful life, and the City of Hattiesburg is requesting funds for the purchase of a bus to replace a 30-passenger medium-duty 2007 GILLIG bus that is past its useful life (7 years & 200,000 miles) at 14 years and over 370,000 miles.

Hub City Transit operates 7 routes with 15 transfer stations and over 200 bus stops, as well as offering on-demand paratransit service. The tornado in 2017 necessitated the repair of a number of buses, the rebuilding of the transit facility, and the replacement of one bus. Additionally, over time, additional routes and buses have been added, service area has been expanded, and we are gradually working toward improving passenger amenities and connectivity with additional bus shelters and sidewalks. Through all of this growth, our aging buses are struggling to keep up. According to the latest Transportation Performance Management Report, the following percentages of buses are exceeding their useful life benchmark: 60% of HCT's 29-55 passenger buses, 44% of 17-25 passenger buses, and 53% of 6-15 passenger vans. The performance target is 20% across all categories. In order to make progress toward meeting this performance target, HCT needs to upgrade its fleet by incorporating newer vehicles and phasing out the older ones.

In the last four years, HCT has spent over \$60,000 in repairs on the bus we are seeking to replace—averaging over \$16,000 per year. In replacing this bus, HCT will be able to further enhance the service provided to HCT passengers.

2. Describe how these funds will directly benefit the operation of the transit system. (0-20 pt)

Acquiring a bus in reliable condition will enhance the current service that HCT is able to provide. HCT currently provides 7 fixed routes as well as paratransit service. HCT operates fixed route and para-transit services from 6:00am until 6:30pm, Monday through Friday, excluding major holidays. A new bus will strengthen the current fleet of buses, reduce cost and downtime for repairs, and aid in enhancing the transit experience for HCT passengers—providing a ride that they can confidently feel is comfortable, safe, and reliable.

3. Describe how the proposed project supports or encourages coordination and/or collaborated transportation services. (0-25 pt)

Hub City Transit is a collaborative effort between the City of Hattiesburg and HPFL-MPO. Additionally, HCT's services are based in large part on the ongoing coordination with the public, local universities, employers, and various stakeholders to ensure that transit services offered are as beneficial as possible to its riders. This project is supportive of that coordination and

Project Justification - Public Transit

collaboration in that the reliability of HCT's services can depend a great deal on the mechanical reliability of its buses. Though HCT employs regular maintenance for all buses, the older a bus gets, the more often it will naturally experience failures. These failures create disruptions in the transit service, which in turn has a direct negative impact on passengers when such failures occur, but also has an indirect negative impact by way of a passenger's trust in the reliability of the service. Accordingly, the purchase of buses is included in the projects listed in the Transportation Improvement Plan (TIP), and HPFL-MPO adheres to a Public Involvement Plan that provides citizens, public agencies, transportation agencies, private transportation providers, and others with the opportunity to offer input on the selected TIP projects. Furthermore, one of MPO's adopted performance measures is maintaining transit in a good state of repair. Upon last assessment, it was determined that transit is in poor state of repair and not meeting most targets. Data and stakeholder input are utilized to identify the causes of poor performance, and the purchase of a bus replacement would strengthen the condition of the fleet and be a step forward in accomplishing the goal of improving state of repair.

4. Provide an analysis of the return on investment or cost benefits to be derived from the project. (e.g. increased capacity, improved performance or increased operating efficiencies). (0-15 pt)

HCT operations will run more smoothly and efficiently with the new bus, and will operate at full service to provide for the needs of HCT passengers. The fleet's performance will be improved, less money will be spent on repairs, and less downtime will be experienced due to being out of service for repairs. Additionally, less employee time will be spent managing and coordinating the repair process for the numerous repairs that crop up, on top of regular maintenance tasks.

5. Provide detailed description of the impact resulting from failure to fund this request. (0-15 pt)

A fleet of operational and reliable buses is needed to provide dependable service to the ever-growing Hattiesburg population, visitors, and students at USM and William Carey University. At a time when individuals, local government, and businesses have suffered due to the economic downturn precipitated by COVID-19, Hub City Transit aims to reliably serve the public in the face of the decrease in local revenue. Without funds to purchase new buses, the fleet will continue to age, issues requiring repairs will increasingly continue to emerge, and more funds will have to be diverted from other areas to pay for the costly upkeep of an aging fleet.

6. Any additional information the applicant would like for the Committee to consider in reviewing this request for funding. (0-5 pt)

Project Justification - Public Transit

According to the American Community Survey 2018 5-Year Estimates, the City of Hattiesburg has an unemployment rate of 13%. Residents over 60 years of age account for 16% of the population and people with disabilities account for 19.6% of the population. Individuals with income below the poverty level account for 32.5% of the population, while 10.9% of occupied housing units have no vehicle and 42.1% of occupied housing units only have one vehicle. While, these numbers point to a large number of people in need of access to affordable transportation options, this reflects the economic situation in Hattiesburg prior to the economic devastation of COVID-19. Although transit use decreased in 2020, HCT is now seeing an increase in demand as COVID-related restrictions lessen. While transit service should be accessible, it should also be appealing, safe, reliable, and comfortable. In order to provide that level of service to current and potential transit users, it is a necessity to keep the fleet in a good state of repair.

Date: 4/16/2021

**PUBLIC TRANSIT DIVISION
MULTIMODAL APPLICATION PROFILE**

Applicant Organization: City of Hattiesburg – Hub City Transit

Project location: Hattiesburg, MS

Project Summary (Include purpose; justification, proposed timeline, outcome/deliverables):

The City of Hattiesburg's transit system, Hub City Transit, is requesting funds for the purchase of a new bus to replace a 30-passenger medium-duty 2007 GILLIG bus that is past its useful life (7 years & 200,000 miles) at 14 years and over 370,000 miles. A new bus will be ordered, the bus will be delivered and inspected, and the final report/reimbursement request will be submitted to MDOT. As a result of having a new bus among its fleet, Hub City Transit will be able to enhance service to the public by improving the overall condition of the fleet, and providing a more safe, reliable, and comfortable transit experience.

Total Project Cost @ 100% :	\$	500,000
Total Multimodal Funds Requested @ 20%:	\$	100,000
Total Multimodal Funds Requested @ 50%:	\$	

Status of Existing MM Awards (include amount, purpose and percent complete)

Applicant was awarded \$ 13,800

Capital: \$13,800 Balance: \$13,800

Operation: n/a Balance: n/a

Overall Balance: \$13,800



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, May 18, 2021

Re: Acknowledge receipt of Privilege Tax License monthly report for April 2021.
File Number: 2021-396
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License monthly report for April 2021.

Recommendation Statement

Recommend acknowledgment of receipt of Privilege Tax License monthly report for April 2021.

Please place this on the May 18, 2021 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

04/01/2021 TO 04/30/2021

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-21-020733	\$45.00		TIENDA LA BENDICION # 2 802 JAMES ST HATTIESBURG MS 39401
LIC-01-21-020775	\$191.66		CORNER MARKET #6089 2800 LINCOLN RD HATTIESBURG MS 39402
LIC-01-21-020776	\$10.00		CORNER MARKET #6089 2800 LINCOLN RD HATTIESBURG MS 39402
LIC-01-21-020777	\$16.67		CORNER MARKET #6089 2800 LINCOLN RD HATTIESBURG MS 39402
LIC-01-21-020778	\$26.67		CORNER MARKET #6089 P O BOX 16569 HATTIESBURG MS 39402
LIC-02-20-018031	\$45.00		CALIBER HOME LOANS, INC. 118 LAMAR BLVD STE 20 HATTIESBURG MS 39402
LIC-02-21-020927	\$45.00		MODERN BEAUTY 4 WILLOW POINTE STE 60 HATTIESBURG MS 39402
LIC-02-21-021041	\$45.00		THE HAIR SHOW BARBER SHOP 1000 TURTLE CREEK DR STE #550 HATTIESBURG MS 39402
LIC-03-21-021064	\$45.00		SAGE DEN 138 E FRONT ST HATTIESBURG MS 39401
LIC-03-21-021252	\$35.00		TK QUICK STOP 5517 HWY 42 BYPASS HATTIESBURG MS 39401
LIC-03-21-021253	\$7.50		TK QUICK STOP 5517 HWY 42 HATTIESBURG MS 39401
LIC-04-21-021313	\$20.00		GRACE ACCESSORIES INC. 1006 MCINNIS AV HATTIESBURG MS 39401
LIC-04-21-021323	\$25.00		THE LITTLE WINE SHOPPE 37 ATWATER LUMBERTON MS 39455
LIC-04-21-021346	\$20.00		ESSENTIAL SCRUBS AND ACCESSORIES 116 SW 8TH ST HATTIESBURG MS 39401
LIC-04-21-021416	\$20.00		G CANDY LASHES 803 W RAILROAD ST HATTIESBURG MS 39401
LIC-04-21-021419	\$20.00		ALISA'S SEWING DESIGNS & MORE, LLC 417 N 20TH AV HATTIESBURG MS 39401

LIC-04-21-021426	\$30.00	MAMA FER LLC 115 BROOKWOOD LN HATTIESBURG MS 39401
LIC-04-21-021427	\$20.00	INNOVATION LLC 402 DIXIE AV HATTIESBURG MS 39401
LIC-07-20-019169	\$20.00	THE EXPERIENCE BARBER AND BEAUTY SHOP 2525 LINCOLN RD STE B HATTIESBURG MS 39402
LIC-08-19-016508	\$20.00	GULF STATES AUTOMATION INC 6335 HWY 49 STE 60 HATTIESBURG MS 39401
LIC-09-20-019670	\$55.00	SOUTHERN BANCORP BANK 3002 HARDY ST STE 100 HATTIESBURG MS 39401
LIC-12-19-017697	\$58.00	ARBY'S 7612 6178 HWY 98 HATTIESBURG MS 39402

22	\$820.50	
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Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-21-020870	\$132.00		THE FAMILY PRACTICE /AFTER HOURSCLINIC, PLLC 110 MILLSAPS DRIVE HATTIESBURG MS 39402
LIC-04-21-021280	\$30.00	\$3.60	SPECIALTEE TRANSPORTATION 5296 OLD HWY 11 STE 3 HATTIESBURG MS 39402
LIC-04-21-021281	\$30.00		BON VIE HOMEBUILDERS, LLC 5317 OLD HWY 11 STE 12 HATTIESBURG MS 39402
LIC-04-21-021282	\$33.00		RENT-A-CENTER #04366 1000 BROADWAY DR 25 HATTIESBURG MS 39401
LIC-04-21-021283	\$30.00		ASKEW HEATING AIR CONDITION & ELECTRICAL, LLC 7 CRICKET LN SEMINARY MS 39479
LIC-04-21-021284	\$20.00		DOMESTIC ABUSE FAMILY SHELTER INC . PO BOX 273 LAUREL MS 394410273
LIC-04-21-021285	\$20.00		ENVI BOUTIQUE 560 WEATHERSBY ROAD STE 190 HATTIESBURG MS 39402-
LIC-04-21-021290	\$25.00	\$4.25	FAT BOYS 819 EDWARDS STREET HATTIESBURG MS 39401
LIC-04-21-021291	\$15.00	\$7.50	FAT BOYS 819 EDWARDS STREET HATTIESBURG MS 394010000
LIC-04-21-021292	\$20.00	\$3.40	THE LUCKY RABBIT, LLC 217 MOBILE ST HATTIESBURG MS 39401-
LIC-04-21-021293	\$15.00	\$7.50	THE LUCKY RABBIT, LLC 210 S DONWOOD PLACE HATTIESBURG MS 39401-

LIC-04-21-021294	\$30.00		CANDLEWOOD SUITES 9 GATEWAY DRIVE DR HATTIESBURG MS 39402-
LIC-04-21-021295	\$200.00		T J MAXX #597 P O BOX 9358 FRAMINGHAM MA 017010000
LIC-04-21-021296	\$20.00		AWAKENINGS, P.A. 43 LAKE FORGETFUL HATTIESBURG MS 394020000
LIC-04-21-021297	\$150.00		FERGUSON ENTERPRISES INC. 5115 HIGHWAY 42 HATTIESBURG MS 39401
LIC-04-21-021298	\$20.00		HERNANDEZ TIRE SHOP 902 HARDY STREET HATTIESBURG MS 39401-
LIC-04-21-021299	\$20.00	\$2.20	TALON SERVICES GROUP LLC 102 N 38TH AV STE C HATTIESBURG MS 39401
LIC-04-21-021300	\$20.00		FUNKY SHOES HATTIESBURG 6333 HWY 49 STE 50 HATTIESBURG MS 39401
LIC-04-21-021301	\$30.00		SUBWAY 6762 HWY 49 N HATTIESBURG MS 39402
LIC-04-21-021302	\$30.00		OFFICE MANAGEMENT SYSTEMS INC 327 YORKVILLE RD E COLUMBUS MS 39702
LIC-04-21-021303	\$25.00		SOLAR SUPPLY INC. 401 PROVIDENCE ST HATTIESBURG MS 39401
LIC-04-21-021304	\$20.00		K & D SALES, LLC 107 HILLENDALE DRIVE HATTIESBURG MS 39402
LIC-04-21-021305	\$93.00		SHERWIN WILLIAMS COMPANY # 7455 P O BOX 6027 CLEVELAND OH 441016027
LIC-04-21-021306	\$60.00		WARD'S 717 BARTUR STREET HATTIESBURG MS 394018324
LIC-04-21-021308	\$30.00		SUN SOLAR LLC P.O. BOX 6000 APACHE JUNCTION AR 85178
LIC-04-21-021309	\$20.00		STEWART CONSTRUCTION CO., INC 3007 CITIZENS PARKWAY SELMA AL 36701-
LIC-04-21-021310	\$560.00		EXPERT TIRE OF HATTIESBURG 205 HARDY STREET HATTIESBURG MS 39401
LIC-04-21-021311	\$66.00		SCENIC LANDSCAPES, LLC 938 RICHBURG RD HATTIESBURG MS 39401
LIC-04-21-021314	\$30.00	\$3.30	ESSCO HEATING & A/C 415 PROVIDENCE ST HATTIESBURG MS 39401
LIC-04-21-021315	\$20.00		FIKA FABNIQUE 127 BUSCHMAN ST STE 50 HATTIESBURG MS 39402

LIC-04-21-021316	\$30.00	\$3.30	WATER PRO INC. PO BOX 1021 HATTIESBURG MS 39403
LIC-04-21-021317	\$20.00		WILLIAM COUCH ATTORNEY P.O. BOX 471 LUMBERTON MS 39455
LIC-04-21-021318	\$300.00		MINGLEDORFF'S INC. 1851 LINCOLN ROAD HATTIESBURG MS 39401-
LIC-04-21-021319	\$30.00		SUBWAY @HATTIESBURG CLINIC 415 S 28TH AVENUE HATTIESBURG MS 39402
LIC-04-21-021320	\$20.00		FORREST GENERAL GIFT SHOP 6051 HIGHWAY 49 HATTIESBURG MS 39402-
LIC-04-21-021321	\$30.00	\$3.30	JACKSON BROTHERS CONSTRUCTION SERVICES LLC 47 NORTH OF FIELDS HATTIESBURG MS 39402
LIC-04-21-021324	\$20.00	\$4.20	NAILS & MORE 5912 HIGHWAY 49 STE F-1 HATTIESBURG MS 39401-
LIC-04-21-021325	\$20.00		RJ MARTIN NATIONAL CONTRACTING 225 SEVEN FARMS DR 203 DANIEL ISLAND SC 29482
LIC-04-21-021326	\$20.00		PRO-KUTZ BARBER SHOP 334 A N 25TH AV HATTIESBURG MS 39401
LIC-04-21-021328	\$20.00		FOREST GLEN APARTMENTS 102 FIRST CHOICE DR MADISON MS 39110
LIC-04-21-021329	\$30.00		PINE BELT DERMATOLOGY 5003 HARDY ST HATTIESBURG MS 39402
LIC-04-21-021330	\$20.00		SAFEGUARD ELECTRIC & SECURITY SYSTEM 42 SHANE DRIVE MOSELLE MS 39459-
LIC-04-21-021331	\$30.00		PT SOLUTIONS PHYSICAL THERAPY 1100 CIRCLE 75 PKWY STE 1400 ATLANTA GA 30339
LIC-04-21-021333	\$20.00		JAVA WERKS COFFEE & TEA 2902 HARDY STREET HATTIESBURG MS 39401
LIC-04-21-021334	\$25.00		MATTRESS EXPRESS BY WOODSTOCK FURN P.O. BOX 3803 MERIDIAN MS 39303
LIC-04-21-021335	\$20.00		SBA NETWORK SERVICES, LLC 8051 CONGRESS AV BOCA RATON FL 334871307
LIC-04-21-021336	\$30.00		BEACON SALES ACQUISITION 75 LIBERTY PLACE HATTIESBURG MS 39402-
LIC-04-21-021339	\$20.00	\$3.00	BLITZ THE GLITZ 708 IDA AV HATTIESBURG MS 39401
LIC-04-21-021340	\$30.00		JOHNSON ELECTRIC 169 NOBLES RD SUMRALL MS 39404

LIC-04-21-021341	\$30.00		JOHNSON ELECTRIC 169 NOBLES RD SUMRALL MS 39404
LIC-04-21-021342	\$30.00		JOHNSON ELECTRIC 169 NOBLES RD SUMRALL MS 39404
LIC-04-21-021344	\$20.00		LE'S SEAFOOD MARKET & DELI 5332 HIGHWAY 42 BYPASS HATTIESBURG MS 39401
LIC-04-21-021345	\$20.00		ARDOR 515 E PINE STREET HATTIESBURG MS 39401-
LIC-04-21-021347	\$20.00		EAGLE SERVICE CORPORATION 108 N 38TH AVENUE HATTIESBURG MS
LIC-04-21-021348	\$20.00		CONNIE'S DAY CARE 321 S 23RD AVENUE HATTIESBURG MS 39401
LIC-04-21-021349	\$30.00		MCALISTER'S DELI OF HATTIESBURG 2300 HARDY ST HATTIESBURG MS 39401
LIC-04-21-021350	\$20.00		TRAVIS HEATING & A/C 9014 OLD RIVER RD PETAL MS 39465
LIC-04-21-021351	\$20.00		BAYLIS HEATING & AIR PO BOX 551 PETAL MS 39465-
LIC-04-21-021352	\$40.00		FASTENAL COMPANY PO BOX 1206 WINONA MN 559870000
LIC-04-21-021353	\$20.00	\$2.40	HEADZ UP BARBER SHOP 2509 W 4TH ST HATTIESBURG MS 39401
LIC-04-21-021354	\$20.00		ARES HOLDINGS, LLC 1045 S JOHN RODES BLVD MELBOURNE FL 32904-
LIC-04-21-021356	\$20.00		PINEBELT HEATING & AIR CONDITIONING 692 BONHOMIE ROAD HATTIESBURG MS 39401-
LIC-04-21-021357	\$20.00		C STUDIO PHOTOGRAPHY 2009 HARDY STREET B HATTIESBURG MS 39401
LIC-04-21-021358	\$20.00	\$2.40	SCHAMBER-JONES, CPA,PA 1316 HARDY ST HATTIESBURG MS 394010000
LIC-04-21-021359	\$20.00		THE SNO-HOUSE 500 FLORENCE STREET HATTIESBURG MS 39401
LIC-04-21-021360	\$40.00		N & H ELECTRONICS 1100 HARDY STREET HATTIESBURG MS 39401
LIC-04-21-021361	\$25.00		EVALUEVILLE.COM, INC 123 NEWMAN STREET HATTIESBURG MS 39401
LIC-04-21-021362	\$20.00		SERENITY NAIL & SPA 24 TURTLE CREEK CROSSING STE 190 HATTIESBURG MS 39402-

LIC-04-21-021363	\$30.00		HOVER GRAVEL INC 6068 HWY 98 STE 1-233 HATTIESBURG MS 39402
LIC-04-21-021364	\$20.00		NAILS FOR U #2 2307 HARDY STREET STE. 20 HATTIESBURG MS 39402-
LIC-04-21-021365	\$20.00		LEGAL VIDEO SOLUTIONS OF MS 103 GREENWOOD PLACE HATTIESBURG MS 39402
LIC-04-21-021366	\$20.00		LITTLE CAESARS PIZZA PO BOX 491 PETAL MS 39465-
LIC-04-21-021367	\$20.00		TAYLORS GARAGE & USED CARS, LLC 41 KING RD HATTIESBURG MS 39402
LIC-04-21-021371	\$20.00		JORDAN-LOVE LUXURY EXPERIENCE 1609 W 7TH ST HATTIESBURG MS 39401
LIC-04-21-021372	\$30.00	\$3.30	BAKER PETROLITE 16 OFFICE PARK DRIVE 16 HATTIESBURG MS 394020000
LIC-04-21-021373	\$20.00		BROADWAY NUTRITION 55 BELLEPOINTE CIR PURVIS MS 39475
LIC-04-21-021374	\$20.00		WESLEY BEHAVIORAL HEALTH 239 METHODIST BOULEVARD HATTIESBURG MS 39402
LIC-04-21-021378	\$20.00	\$2.40	MS CONCRETE PROFESSIONAL LLC 26 MCCALL ST HATTIESBURG MS 39401
LIC-04-21-021380	\$20.00		ATLAST PROPERTY PREP SERVICE 103 S 14TH AV HATTIESBURG MS 39401
LIC-04-21-021381	\$20.00		TRACTORS UNLIMITED LLC 1507 MAIN STREET HATTIESBURG MS 394010000
LIC-04-21-021388	\$20.00		3 D MECHANICAL, ELECTRICAL & PLUMBING, LLC 1413 CONCERT STREET HATTIESBURG MS 39403
LIC-04-21-021389	\$30.00		SOUTHERN PROHIBITION BREWING, LLC 301 MOBILE STREET HATTIESBURG MS 39401
LIC-04-21-021390	\$50.00		SOUTHERN PROHIBITION BREWING, LLC 301 MOBILE STREET HATTIESBURG MS 39401
LIC-04-21-021391	\$20.00		JOHN W. LEE, JR. 119 HARDY STREET HATTIESBURG MS 39401
LIC-04-21-021392	\$42.00		PALM BEACH TAN 1012 MADISON AV STE A MADISON MS 391100000
LIC-04-21-021393	\$30.00		REGIONS BANK 501 MAIN ST STE 102 HATTIESBURG MS 39401
LIC-04-21-021394	\$33.00		C-SPIRE SELECT RETAILER 1000 TURTLE CREEK DR STE 250 HATTIESBURG MS 39402

LIC-04-21-021398	\$20.00		SHOEMAKE, CHARLES 26 CANEBRAKE BOULEVARD HATTIESBURG MS
LIC-04-21-021399	\$20.00		SHOEMAKE, LEE EMC 26 CANEBRAKE BOULEVARD HATTIESBURG MS 39402
LIC-04-21-021402	\$20.00		TONY VALENTINE BALLOONS, ROSES & CANDY BOUTIQUE 202 BROADWAY DR HATTIESBURG MS 39401
LIC-04-21-021404	\$20.00	\$2.40	JACKSON BAIL BONDS 700 HALL AVENUE C HATTIESBURG MS 394010000
LIC-04-21-021405	\$20.00		COOK'S UNIVERSITY MALL BARBER SHOP 3808 HARDY STREET HATTIESBURG MS 39401-
LIC-04-21-021406	\$20.00		MESSER SCHMIDT SAFTEY CONSULTANTS, LLC 127 BUSCHMAN ST STE 30 HATTIESBURG MS 39401
LIC-04-21-021407	\$150.00		ADVANCE AUTO PARTS # 5604 300 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-04-21-021408	\$30.00	\$3.30	LIL' TEKNON LEARNING CENTER 125 W. 8TH ST HATTIESBURG MS 39401-
LIC-04-21-021409	\$20.00		JERRY W. CARTER SERVICE CO. 984 HWY 42 SUMRALL MS 39482
LIC-04-21-021410	\$25.00		A TO Z MOBILE HOME SERVICE 7408 HWY 49 STE 20 HATTIESBURG MS 39402
LIC-04-21-021411	\$20.00		WALNUT SQUARE PHARMACY 124 WALNUT ST STE 4 HATTIESBURG MS 39401
LIC-04-21-021413	\$135.00		HATTIESBURG CLINIC, PA /THE PEDIATRIC CLINIC 415 SOUTH 28TH AV ATTN . SUSAN PARKER HATTIESBURG MS 39401
LIC-04-21-021414	\$20.00		PEOPLE READY, INC PO BOX 2910 TACOMA WA 98401
LIC-04-21-021415	\$87.00		COLDWELL BANKER, DON NACE, INC. 6184 HIGHWAY 98 W 100 HATTIESBURG MS 39402-
LIC-04-21-021417	\$250.00		ENGLISH COLOR & SUPPLY, LLC 110 LUNDY LANE HATTIESBURG MS 39401-
LIC-04-21-021418	\$50.00		INFINITY BICYCLES HB INC 14630 SILVERMERE DR FOLEY AL 36535
LIC-04-21-021420	\$30.00		GREAT LENGTHS HAIR SALON 28 MARKET COURT 110 HATTIESBURG MS 39402-0000
LIC-04-21-021422	\$90.00		LASSITER HOMES INC. 10725 HWY 63 MOSS POINT MS 39562
LIC-04-21-021424	\$48.00		NORDIC LOGISTICS & WAREHOUSING, LLC 25 BONHOMIE ROAD HATTIESBURG MS 39401

LIC-04-21-021425	\$30.00		MCLAURIN FAMILY LEARNING ACADEMY 110 EVERETT ST HATTIESBURG MS 39401
LIC-04-21-021428	\$20.00		KILLINGSWORTH BARBER SHOP 817 COUNTRY CLUB RD HATTIESBURG MS 39401
LIC-04-21-021429	\$20.00		SOUTH MS OFFICE FURNITURE 6403 HWY 49 NORTH HATTIESBURG MS 39401
LIC-04-21-021430	\$30.00		PALMER ELECTRIC, INC. PO BOX 525 PETAL MS 39465
LIC-04-21-021431	\$20.00	\$2.20	THERAPEUTIC SOLUTIONS LLC 6414 HIGHWAY 98 WEST HIGHWAY W STE 40 HATTIESBURG MS 39402
LIC-04-21-021432	\$20.00		LIBERTY MAIL CENTER LLC 5266 OLD HWY 11 STE 50 HATTIESBURG MS 39402
LIC-04-21-021433	\$20.00		WILDFLOWER WELLNESS LLC 427 WEATHERSBY RD HATTIESBURG MS 39402
LIC-04-21-021434	\$20.00		GAIL MCINNIS PRODUCTIONS 115 LAKES ESTATES DRIVE HATTIESBURG MS 39402
LIC-04-21-021435	\$30.00		MCMAHAN REALTY 100 N 33RD AVENUE HATTIESBURG MS 39401
LIC-04-21-021436	\$20.00	\$2.40	M & M MAIDS SERVICE 1609 W 7TH STREET HATTIESBURG MS 39401-
LIC-04-21-021437	\$20.00		HOLLOWAY SALES 1406 GRAVEL STREET HATTIESBURG MS 39401-
LIC-04-21-021438	\$20.00		PEROXIDE 1910 HARDY STREET A HATTIESBURG MS 39401
LIC-04-21-021439	\$20.00		R & M INC. 1701 E HARDY STREET HATTIESBURG MS 39401-
LIC-04-21-021440	\$20.00		HAIR WORLD 239 BROADWAY DR B HATTIESBURG MS 39401
LIC-04-21-021441	\$20.00		BUNDLE OF SURPRISES 328 VENETIAN WAY HATTIESBURG MS 39401
LIC-04-21-021442	\$20.00		PILGRAM DRYWALL & PAINTING PO BOX 1464 HATTIESBURG MS 39401
LIC-04-21-021443	\$20.00		SETH M. HUNTER P.O. BOX 1111 HATTIESBURG MS 39403
LIC-04-21-021444	\$20.00		GALLASPY HOLDINGS, LLC 129 FAIR LAKE DR HATTIESBURG MS 39402
LIC-04-21-021445	\$20.00		LOANMASTER 6051 HWY 49 STE 2 HATTIESBURG MS 39401

LIC-04-21-021446	\$20.00	LOANMASTER 101 WASHINGTON ST SE HUNTSVILLE AL 35801
LIC-04-21-021451	\$30.00	STAR MOTEL 6528 HWY 49 N HATTIESBURG MS 39401
LIC-04-21-021452	\$90.00	GOLDEN TOUCH NURSING SERVICES P.O. BOX 16505 HATTIESBURG MS 39404
LIC-04-21-021453	\$20.00	LANCASTER'S MACHINE & WELDING SHOPINC. 1701 W 7TH STREET HATTIESBURG MS 39401
LIC-04-21-021454	\$30.00	EDDIE PEARSON ROOFING, LLC 112 CARSON ST HATTIESBURG MS 39401
LIC-04-21-021455	\$30.00	JACKSON , TULLOS & ROGERS, PLLC 309 S 40TH AVENUE HATTIESBURG MS 39402
LIC-04-21-021456	\$20.00	STEVE FLOYD PROPERTIES INC. 5912 HIGHWAY 49 HATTIESBURG MS 394010000
LIC-04-21-021457	\$30.00	ASIAN CAFE, INC 4600 HARDY ST 15 HATTIESBURG 39402
LIC-04-21-021458	\$90.00	WARD'S 101 THORNHILL DRIVE HATTIESBURG MS 39402
LIC-04-21-021459	\$30.00	HATTIESBURG ORTHODONTICS, PLLC 704 S 28TH AVENUE 20 HATTIESBURG MS 39402-
LIC-04-21-021460	\$30.00	EXPRESS EMPLOYMENT PROFESSIONALS 4700 HARDY STREET STE P HATTIESBURG MS 39402-
LIC-04-21-021463	\$40.00	TISH GAMMILL INTERIOR DESIGN, LLC 3820 HARDY STREET HATTIESBURG MS 39402
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137	\$5,434.00	\$66.35

Total Collection for April

New Licenses	\$820.50
Renewed Licenses	\$5,434.00
Penalties	\$66.35
Grand Total	\$6,320.85



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, May 18, 2021
Re: Acknowledge Proof of Publications for the month of April 2021.
File Number: 2021-395
Minute Book #

Summary

Acknowledge Proof of Publications for the month of April 2021.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of April 2021.

Please place this on the May 18, 2021 City Council meeting for consideration.

HUB CITY SPOKES

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NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS
Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg
ATTN: Cecilia Jones
P.O. Box 1898
Hattiesburg, MS 39403-1898

Batch#

Doc#

Month Ending	Invoice #
4/30/2021	97821



ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date	P.O. No.
5/10/2021	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
4/15/2021	Legal Notices - BOA May 2021	407 words		83.96		83.96
4/15/2021	Proof of Publication Fee			3.00		3.00
4/15/2021	Legal Notices - Kenneth Cooley	1107 words		132.84		132.84
4/15/2021	Proof of Publication Fee			3.00		3.00
4/22/2021	Legal Notices - HOC May Special	439 words		52.88		52.88
4/22/2021	Proof of Publication Fee			3.00		3.00
4/22/2021	Legal Notices - Testing of Machines	72 words		8.64		8.64
4/22/2021	Proof of Publication Fee			3.00		3.00

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Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 407 Published 1 times

Date 1st Published: April 15 Amt: 83.96

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 83.96

Proof of Publication Fee: 3.00

TOTAL: 86.96

(signed) Christina Pierce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15th
day of April, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 71666
KATHERINE H. BULLOCK
Commission Expires
Oct. 28, 2023
LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - BOA May 2021
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Munn Enterprises, Inc., Representative, and NSD Holding, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10, Table 10.6-2 "Sign Message Area" for Pole Signs, "For B-5-2 square feet sign message area/1' street frontage up to 400 square feet" and instead allow for a maximum message area square footage of four hundred sixty-eight (468) square feet, for a variance of sixty-eight (68) square feet for proposed signage located 4700 Hardy Street (Parcel 051Q-12-029.000, PPIN 18266, Ward 3). Said property being more particularly described as follows, to-wit:

A part of the NW 1/4 of the SW 1/4 of Section 12, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, and being more particularly Described as beginning

at the SE corner of the said NW 1/4 of W 1/4 and thence run North

Along the East line of said Forty for 591.4 feet; thence run S 79 degrees 38' W and parallel with The South right of way line of U.S. Highway No. 98 for 180 feet; thence run North for 200 Feet to a point on the South right of way line of said U.S. 98; thence run S 79 degrees 38' W Along the South right of way line of said Highway for 304.5 feet; thence run South for 200 Feet; thence run S 79 degrees 38' W and parallel with the South right of way line of the aforesaid U.S. Highway 98 for 200 feet; thence run South for 466.5 feet to a point on the South line Of the aforesaid NW 1/4 of SW 1/4; thence run East along the South line of said Forty for 673.9 feet to the Point of Beginning.

A PUBLIC HEARING in relation to the above described petition will be held at 3:30 p.m., Wednesday, May 5, 2021, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 8th day of April 2021.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/ Kemas Eaton
CITY CLERK
(SEAL)
Published April 15, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 1107 Published 1 times

Date 1st Published: April 15 Amt: 132.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 132.84

Proof of Publication Fee: 3.00

TOTAL: 135.84

(signed) Jerry P. G. / TH
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 15h
day of April, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Kenneth Cooley
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Kenneth Cooley, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located at 334, 336, 338, and 340 N 25th Avenue (Parcel 2-028J-08-165.00, PPIN 26581, Parcel 2-028J-08-166.00, PPIN 26582, Parcel 2-028J-08-167.00, PPIN 26583, and Parcel 2-028J-08-168.00, PPIN 26584, Ward 4) from Section 4.5.9, B-2 (Neighborhood Business) District to Section 4.5.10, B-3 (Community Business) District. Said properties being more particularly described as follows, to-wit:

340 N 25th Avenue:
A part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section Eight (8), Township Four (4), North, Range Thirteen (13) West in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows, to-wit:

Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of said Section, Township and Range and run thence North along the East line of the said forty acres for a distance of 25 feet, thence West parallel with the South line of said forty acres for a distance of 239.95 feet to the West line of 25th Avenue, as now located, thence North along West line of 25th Avenue for a distance of 1183 feet to the Point of Beginning of the parcel of land herein described, and from said Point of Beginning run West parallel with the South line of said forty acres for a distance of 130 feet, thence North parallel with 25th Avenue for a distance of 70 feet to the South line of West 4th Street, thence East along South line of West 4th Street for a distance of 130 feet to the West line of 25th Avenue, thence South along West line of 25th Avenue for a distance of 70 feet to the Point of Beginning, said parcel of land having a frontage

of 70 feet on 25th Avenue and a uniform depth of 130 feet, together with all improvements thereon and appurtenances thereunto belonging.

And also 338 N 25th Avenue:

A part of the East Half of the Northwest Quarter of the Northwest Quarter (E 1/2 of NW 1/4 of NW 1/4) of Section 8, Township 4 North, Range 13 West, in Hattiesburg, Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northwest Quarter and Range, run thence North along the East line of said forty acre tract a distance of 25 feet, thence West parallel with the South line of said forty acre tract a distance of 239.25 feet to the West line of North 25th Avenue a distance of 1100 feet to and for a Point of Beginning of the land herein conveyed. From said Point of beginning run thence West parallel with the South line of said forty acre tract a distance of 130 feet, thence North parallel with the West line of North 25th Avenue a distance of 83 feet, thence East parallel with the South line of said forty acre tract a distance of 130 feet to the West line of North 25th Avenue, thence South along the West line of North 25th Avenue a distance of 83 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

And also 336 N 25th Avenue:

A part of the East one-half (E 1/2) of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 8, Township 4 North, Range 13 West, Forrest County, Mississippi, being more particularly and definitely described as follows:

Commencing at the Southeast corner of said Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of said Section, Township and Range, run thence North along the East boundary line of said forty acre tract a distance of 25 feet, run thence West parallel with the South boundary line of said forty acre tract a distance of 239.95 feet to the West boundary line of said 25th Avenue as now located in the City of Hattiesburg, Mississippi, run thence North along said West boundary line said 25th Avenue a distance of 1040 feet to and for a Point of Beginning of the parcel of land herein described, and from this Point of Beginning, continue thence North and along the said West boundary line of said 25th Avenue a distance of 60 feet, run thence West parallel with the South boundary line of said forty acre tract a distance of 130 feet, run thence South parallel with the said West boundary line of said 25th Avenue a distance of 60 feet and run thence East parallel with the South boundary line of said forty acre tract a distance of 130 feet to the Point of Beginning, said parcel of land having a frontage of 60 feet on 25th Avenue, in the City of Hattiesburg, Mississippi, and extending West between parallel lines a uniform depth of 130 feet. Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record, and subject to any state of facts which an accurate survey would show. Together with all and singular the rights, easements, hereditaments and appurtenances thereunto belonging.

And also 334 N 25th Avenue:

A part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 8, Township 4 North, Range 13 West in the County of Forrest, State of Mississippi, and more particularly described as follows, to-wit: Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of said Section, Township and Range, and run thence West for a distance of 239.95 feet and thence run North for a distance of 995 feet to and for the Point of Beginning, run thence North for a distance of 70 feet, run thence West for a distance of 130 feet, run thence South for a distance of 70 feet, run thence East for a distance of 130 feet to the Point of Beginning.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, May 5, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 8th day of April 2021.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)
Published April 15, 2021



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 439 Published 1 times

Date 1st Published: April 22 Amt: 52.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 52.68

Proof of Publication Fee: 3.00

TOTAL: 55.68

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 22nd
day of April, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - HPC May Special
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Alexandria Flowers and April Warnsley, Applicants, and Kenneth Cooley, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as "Club and Bar" in B-2 (Neighborhood Business) District as defined by the LDC for a certain property located at 340 N 25th Avenue (Parcel 2-028J-08-168.00, PPIN 26584; Ward 4). Said property being more particularly described as follows, to-wit:

A part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section Eight (8), Township Four (4) North, Range Thirteen (13) West in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows, to-wit:

Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of said Section, Township and Range and run thence North along the East line of the said forty acres for a distance of 25 feet, thence West parallel with the South line of said forty acres for a distance of 239.95 feet to the West line of 25th Avenue, as now located, thence North along West line of 25th Avenue for a distance of 1183 feet to the Point of Beginning of the parcel of land herein described, and from said Point of Beginning run West parallel with the South line of said forty acres for a distance of 130 feet, thence North parallel with 25th Avenue for a distance of 70 feet to the South line of West 4th Street, thence East along South line of West 4th Street for a distance of 130 feet to the West line of 25th Avenue, thence south along West line of 25th Avenue for a distance of 70 feet to the Point of Beginning, said parcel of land having a frontage of 70 feet on 25th Avenue and a uniform depth of 130 feet, together with all improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Monday, May 10, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City in a Special Called meeting due to advertising error, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 15th day of April 2021.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/Kermas Eaton
CITY CLERK
(SEAL)
Published April 22, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 72 Published 1 times

Date 1st Published: April 22 Amt: 8.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

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TOTAL: 11.64

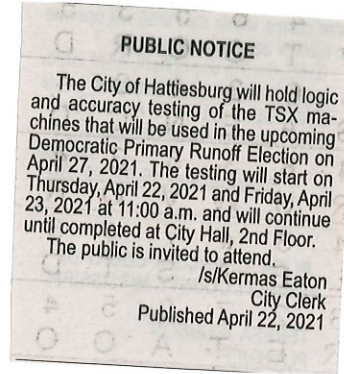
(signed) Christina Peice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 6th
day of May, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Testing of Machines
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Armendia Esters, Division Manager/MPO, Calvin Russell, HCT Division Manager

Date: Tuesday, May 18, 2021

Re: Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendment to the FY 2021-2024 Transportation Improvement Plan (TIP)-Safety Targets
File Number: 2021-388
Minute Book #

Summary

Acknowledge the setting of a public comment period and publication of the same by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) for the proposed amendment to the FY 2021-2024 Transportation Improvement Plan (TIP). The proposed amendment includes the new Hub City Transit/HPFL-MPO Safety Performance Targets. The Safety Performance Targets for 2021 are based upon a review of the last five (5) years of Hub City Transit's (HCT) safety performance data and vehicle revenue miles (VRM) which were reported to the National Transit Database (NTD), and also the data from the internal safety occurrence reports. Public comment period will begin May 20, 2021 and will end June 3, 2021.

Publication Date: May 20, 2021

Recommendation Statement

I recommend acknowledgement of the public comment period for the proposed amendment to the FY 2021-2024 TIP regarding the new transit Safety Performance Targets.

Please place this on the May 18, 2021 City Council meeting for consideration.

PUBLIC NOTICE
PUBLIC COMMENT PERIOD
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
FY 2021-2024 TRANSPORTATION IMPROVEMENT PLAN (TIP)

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 15-day public comment period beginning **Thursday, May 20, 2021** for the public to review and provide comments regarding the proposed amendment to the current FY 2021-2024 Transportation Improvement Plan (TIP). This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures. The HPFL-MPO TIP for the Hattiesburg Urbanized Area is a part of the Statewide Transportation Improvement Program (STIP) document.

The proposed amendments include the following project:

The new Hub City Transit/HPFL-MPO Safety Performance Targets

Safety performance targets for 2021 are based upon a review of the last five (5) years of Hub City Transit's (HCT) safety performance data and vehicle revenue miles (VRM) which were reported to the National Transit Database (NTD), and also the data from the internal safety occurrence reports.

Fixed-Route Mode	Safety Performance Targets	Non-Fixed Route Mode
1	Total Number of Fatalities	0
.05	Fatality Rate per 50,000 Vehicle Revenue Miles (VRM)	0
1	Total Number of Injuries	0
.05	Injury Rate per 50,000 VRM	0
0	Total Number of Safety Events	0
0	Safety Event Rate per 50,000 VRM	0
10,000 VRM	System Reliability: (The mean distance between mechanical failures)	25,000 VRM

The proposed amendment will be available for review at www.hattiesburgms.com/mpo. A hard copy of the documents can be requested by contacting the MPO office at 601.554.1008. The official review and comment period will be held from May 20, 2021 – June 3, 2021.

Written comments regarding the proposed FY 2021-2024 TIP amendment should be emailed to mpo@hattiesburgms.com or mailed to:

Deanna Chapman, MPO Division Administrative Assistant
P.O. Box 1898
Hattiesburg, MS 39403

Anyone who may require auxiliary aids or special accommodations to participate in this comment period should advise the HPFL-MPO by calling 601.554.1008 or emailing aesters@hattiesburgms.com for assistance.

PUBLISH Once (1) in the Legal Section of the Hattiesburg Post: May 20, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Armendia Esters, Division Manager/MPO

Date: Tuesday, May 18, 2021

Re: Acknowledge the setting of a public comment period, the setting of one (1) Virtual Public Hearing and one (1) publication providing notification of the same by the Hattiesburg-Petal-Forrest-Lamar MPO for an amendment to the HPFL-MPO Public Participation Plan (PPP).

File Number: 2021-392
Minute Book #

Summary

Acknowledge the setting of a public comment period, the setting of one (1) Virtual Public Hearing and one (1) publication providing notice of the same by the Hattiesburg-Petal-Forrest-Lamar MPO for amendments to the HPFL-MPO Public Participation Plan (PPP).

Public comment period will begin May 20, 2021 and will end July 5, 2021

Virtual Public Hearing will be June 1, 2021 at 5:30 p.m.

Publication Date: May 20, 2021

Recommendation Statement

I recommend the acknowledgement of the setting of a public comment period and a virtual public hearing for the proposed amendments to the HPFL-MPO's Public Participation Plan.

Please place this on the May 18, 2021 City Council meeting for consideration.

PUBLIC NOTICE
PUBLIC COMMENT PERIOD and VIRTUAL PUBLIC HEARING
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
Public Participation Plan (PPP) Amendment

In accordance with guidelines requiring the regular review and updating of the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) Public Participation Plan (PPP), the proposed amendments to the HPFL-MPO PPP will be presented to the public for official review and comments.

The draft amendments will be available for review at www.hattiesburgms.com/mpo. A hard copy of the document can be requested by contacting the MPO office at 601.554.1008. The official review and comment period will be held from May 20, 2021 until July 5, 2021.

Topics of the proposed amendments include:

- Updates of department contact information
- Addition of the updated Limited English Proficiency (LEP) Plan (Appendix C)
- Addition of virtual public town hall meeting venues for community involvement in projects and studies
- Changes to certain methods and metrics of performance of Social Media and Website usage (Appendix E)

Written comments regarding the PPP amendment should be emailed to mpo@hattiesburgms.com or mailed to:

Armendia Esters, MPO Division Manager
P.O. Box 1898
Hattiesburg, MS 39403-1898

Additionally, HPFL-MPO is hosting a virtual public meeting on the matter at 5:30 p.m. on June 1, 2021. This will provide the public with another opportunity to make comments on the proposed PPP amendment.

Individuals who would like to participate in the virtual public meeting should contact the HPFL-MPO at 601.554.1008 by 1:00 p.m. on Friday, May 28, 2021. Access to the hearing will be available by computer, smart phone, or land line telephone.

Anyone who may require auxiliary aids or special accommodations to participate should advise the HPFL-MPO at least 10 business days in advance by calling 601.554.1008 or emailing aesters@hattiesburgms.com.

PUBLISH Once (1) in the Legal Section of the Hattiesburg Post: May 20, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, May 18, 2021
Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2021-400
Minute Book #

Summary

Recipient: Helen O'Neal
Activity: Temporary Relocation
Program: CDBG
Project Site: 303 J C Killingsworth
Amount Requested: \$900.00
Purpose of Request: Temporary Relocation (May 28 - June 27, 2021)

Recipient: Lisa Means
Activity: Temporary Relocation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Temporary Relocation (May 5, - June 4, 2021)

Recipient: Carolyn White
Activity: Temporary Relocation
Program: CDBG
Project Site: 213 South 11th Avenue
Amount Requested: \$900.00
Purpose of Request: Temporary Relocation (May 5 - June 4, 2021)

Recipient: Community Connections, Inc.
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$7,590.00

Purpose of Request: Substantial housing rehab

Recipient: Community Connections, Inc.

Activity: Housing Rehabilitation

Program: CDBG

Project Site: 213 South 11th Avenue

Amount Requested: \$30,937.00

Purpose of Request: Substantial housing rehab

Recommendation Statement

Recommend issuance of a manual check for CDBG Program.

Please place this on the May 18, 2021 City Council meeting for consideration.

**REQUEST FOR PERIODIC PAYMENT****CONTRACTORS USE ONLY**CONTRACTOR **COMMUNITY CONNECTIONS INC - CCI**ADDRESS **215 Mobile Street**
Hattiesburg, MS 39401PHONE NO. **601.261.0820**PREPARED BY **Terrance Thigpen** DATE **10-May-21**
*Board Chair*JOBSITE LOCATION **213 S. 11th Ave**
Hattiesburg, MS 39401

CONTRACT NO. _____

SUB INVOICE NO. _____

SALES / USE TAX ACCOUNT NO.
(FOR JOBSITE LOCATION) _____**ACCOUNTING USE ONLY**DOCUMENT NO. **004**

SUPPLIER NO. _____

JOBSITE USE ONLY

ACCTG. CONTRACT NO. _____

PAY ESTIMATE INVOICE NO. _____

INVOICE DATE _____

CURRENT PERIOD GROSS AMOUNT **\$48,657**RETAINAGE AMOUNT **\$0**CURRENT PERIOD NET AMOUNT **\$48,657****CCI SCHEDULE OF VALUES**

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS APPROVED FOR PAYMENT	TOTAL COMPLETED AND STORED TO DATE	%
			PREVIOUS APPLICATION	THIS APPLICATION			
ROOFING							
1	Removal and replacing the roofing measuring approximately 2,558.78s.f., (28 squares of 30 year shingle roofing).						
A	Tearing off the existing roofing including the felt to decking	\$4,000.00	\$2,000.00			\$4,000.00	100.0%
B	Replacing any deteriorated fascia boards, cornice, etc; as well as the placing of boot jacks around the vent pipes that are extended beyond the roof surface	\$1,200.00	-			\$1,200.00	100.0%
C	Installation of new #15 asphalt felt over the entire roof	\$400.00	\$400.00	-		\$400.00	100.0%
D	Repairing the damaged valley section of roof right above the kitchen, den, and master bedroom	\$800.00	\$800.00	-		\$800.00	100.0%
E	Removal and replacing of the drip edge around the perimeter of the roof	\$600.00	-	\$600.00		\$600.00	100.0%
EXTERIOR							
1	Motion security LED light fixtures	\$500.00	-	-		-	0.0%
2	Painting of home's exterior including body, trim and porches	\$1,550.00	-			\$1,550.00	100.0%
3	Replacing damaged siding and trim with siding and trim of like size and strength as what is currently in place	\$500.00	-			\$500.00	100.0%
4	Installation of new GFCI Outlets (3) three one at each of the exit doors	\$263.00	-	\$263.00		\$263.00	100.0%
5	Installation of new 200 Amp electrical service for the home including a new meter base, main breaker, and ground rods	\$550.00	-	-		-	0.0%
6	Repairing of the holes to a sound and cosmetically appealing and paint ready condition	\$2,000.00	-			\$2,000.00	100.0%
7	Installation of new entry and exit doors to the front door (the door entering the kitchen, metal clad standard 36x80 door)	\$1,000.00	-	\$1,000.00		\$1,000.00	100.0%
8	Installation of new vinyl single hung vinyl windows	\$800.00	\$640.00	\$160.00		\$800.00	100.0%
9	Refaming of the window frames	\$800.00	-	\$800.00		\$800.00	100.0%

INTERIOR GENERAL

1	Rewiring of the home with the use of new 12-2 wires for the fixtures and outlets; 14-2 for 3 way switches and hardwired smoke detectors; installation of neceary circuit breakers in each room and areas.	\$2,500.00	\$1,000.00	\$1,000.00		\$2,000.00	80.0%
2	Painting of the entire interior of home	\$2,500.00	-			\$2,500.00	100.0%
3	Gutting rooms of the home that have paneling on the walls to the ceiling joists and the studs. Installation of new regular core drywall (2,624sf). Installation of new moisture rock on the walls and ceiling in bathroom (320sf)	\$3,000.00	\$1,500.00	\$1,500.00		\$3,000.00	100.0%
4	Repairing of the holes created during the installation of the new pressure pipes.	\$5,000.00	-			\$5,000.00	100.0%
5	Installation of new insulation in the walls and the attic of the appropriate R-value for both areas	\$2,000.00	\$1,000.00	\$1,000.00		\$2,000.00	100.0%
6	Installation of new sheet vinyl within the entire home (80 square yards)	\$800.00	-	\$800.00		\$800.00	100.0%
7	Repairing stubs and rat plate in the walls at the window frames	-	-	-		-	-
8	Replacing of damaged floor joists with new treated lumber under hall, bathroom to den area.	\$909.00	-	\$909.00		\$909.00	100.0%

HALL

1	Instalation of one hardwired smoke detector with battery backup	\$225.00	-	\$225.00		\$225.00	100.0%
2	Installation of new duplex outlets to match	\$225.00	-	\$225.00		\$225.00	100.0%
3	Salvaging of flooring in the hall area with the installation of new baseboards and shoe molding	\$700.00	-	\$700.00		\$700.00	100.0%

LIVING ROOM

1	Reinstallaiton of existing light fixture with a four gang switch to operate the main light, and other fixtures separately	\$500.00	-	\$500.00		\$500.00	100.0%
2	Installation of new duplex outlets with a ground	\$225.00	-	\$225.00		\$225.00	100.0%
3	Installation of new hardwired smoke detector with battery backup	\$225.00	-	\$225.00		\$225.00	100.0%

DEN

1	Reinstallation of existing light fixture with switches	\$325.00	-			\$325.00	100.0%
2	Installation of new duplex outlets with a ground	\$225.00	-	\$225.00		\$225.00	100.0%
3	Installation of a new hardwired smoke detector with battery backup	\$225.00	-			\$225.00	100.0%
4	The reinstallation of the shelving in this room	\$800.00	-			\$800.00	100.0%
5	The installation of sheet vinly and new baseboards	\$800.00	-			\$800.00	100.0%

DINING ROOM

1	Reinstallation of existing light fixture with switches	\$225.00	-	\$225.00		\$225.00	100.0%
2	Installation of new smoke detector with battery backup	\$225.00	-			\$225.00	100.0%
3	Installation of a 1 gang light switches to operate the chandelier	\$125.00	-	\$125.00		\$125.00	100.0%
4	Installation of new duplex outlets with ground	\$225.00	-	\$225.00		\$225.00	100.0%

BEDROOM #1

1	Installation of a new hardwired smoke detector with battery backup	\$225.00	-			\$225.00	100.0%
2	Reinstallation of existing light fixture with switches	\$225.00	-	\$225.00		\$225.00	100.0%
3	The installation of sheet vinyl and new baseboards	\$1,000.00	-			\$1,000.00	100.0%

BEDROOM #2

1	Installation of a new hardwired smoke detector with battery backup	\$225.00	-	\$225.00		\$225.00	100.0%
2	Reinstallation of existing light fixture with switches	\$225.00	-	\$225.00		\$225.00	100.0%

MASTER BEDROOM #3

1	Installation of a new hardwired smoke detector with battery backup	\$225.00	-	\$225.00		\$225.00	100.0%
2	Reinstallation of existing light fixture with switches	\$225.00	-	\$225.00		\$225.00	100.0%

PLUMBING / MECHANICAL GENERAL

1	Repairing of holes created during the repairs and prepping to paint	\$275.00	-	\$275.00		\$275.00	100.0%
2	Installation of a new bathtub and replacing of walls around tub with new FRP boards around the wall of the tub to ceiling	\$425.00	-	\$425.00		\$425.00	100.0%
3	Caulking around the tub to provide a better seal and use of the tub	\$275.00	-			\$275.00	100.0%

4	Replacing of duct work from the package unit to all the rooms in the home with new hard pipes code required for the unit size with proper hangers and insulation	\$10,940.00	-	\$10,940.00	\$10,940.00	100.0%
5	The placing of the setup for the washer and drier in bedroom #1 behind the hall bathroom tapping into the existing drain lines and water lines in that area	\$1,850.00	-	\$1,850.00	\$1,850.00	100.0%

KITCHEN

1	Reinstallation of existing light fixture with switches	\$225.00	-	\$225.00	\$225.00	100.0%
2	Installation of a new, p-trap, basket strainers and proper sized baskets, water supply lines, and cutoff valves	\$565.00	-	\$565.00	\$565.00	100.0%

HALL BATHROOM

1	Installation of a new faucet with new moveable showerhead with a hose and new pop up valve.	\$650.00	-	\$650.00	\$650.00	100.0%
2	Installation of a new 3 bar light fixture over the sink and mirror. Installation of new vent heater fan light combo with a switch to operate	\$550.00	-	\$550.00	\$550.00	100.0%
3	Installation of new GFCI outlet in the sink area of the vanity	\$375.00	-	\$375.00	\$375.00	100.0%
4	Installation of a new A.D.A. approved height toilet with a rubber seal for the flange	\$550.00	-	\$550.00	\$550.00	100.0%
5	Installation of a new vanity with sink, faucet, with a pop-up valve, new supply lines, p-trap, and cutoff valves	\$550.00	-	\$550.00	\$550.00	100.0%
6	properly.	\$295.00	-			100.0%

MASTER BATHROOM

1	Installation of new GFCI outlet in the sink area of the vanity	\$375.00	-	\$375.00	\$375.00	100.0%
2	Installation of a new supply lines, p-trap, and cutoff valves	\$550.00	-	\$550.00	\$550.00	100.0%
3	Salvaging of flooring in the hall area with the installation of new baseboards and shoe molding	\$700.00	-			100.0%

EXECUTED CHANGE ORDER #1

1	Installation of new plex pipe from water meter	\$800.00	-	\$800.00	\$800.00	100.0%
2	Installation of attic vent in front of home	\$200.00	-	\$200.00	\$200.00	100.0%

SUBTOTAL (THIS PAGE)

\$59,447

\$7,340

\$30,937.00

\$38,227.00

TOTAL

JOBSITE RECAP ONLY

Contract Per Cost Control	\$58,447	TOTAL COMPLETED AND STORED TO DATE	\$38,227
Contract Thru C.O. No.	\$1,000	SUBTRACT THE NET AMOUNT OF ALL PREVIOUS BILLINGS	\$7,340
Gross Billed To Date Less Retainage	\$58,397	NET AMOUNT THIS BILLING	\$30,937.00
Contract Balance	\$20,170		
PM APPROVAL	RA	DATE :	

RECEIVED
5/11/21

**REQUEST FOR PERIODIC PAYMENT****CONTRACTORS USE ONLY**CONTRACTOR **COMMUNITY CONNECTIONS INC - CCI**ADDRESS **215 Mobile Street**
Hattiesburg, MS 39401PHONE NO. **601.261.0820**PREPARED BY **Terrance Thigpen** DATE **06-May-21**
Board ChairJOBSITE LOCATION **515 Columbia Street**
Hattiesburg, MS 39401

CONTRACT NO. _____

SUB INVOICE NO. _____

SALES / USE TAX ACCOUNT NO.
(FOR JOBSITE LOCATION) _____**ACCOUNTING USE ONLY**DOCUMENT NO. **003**

SUPPLIER NO. _____

JOBSITE USE ONLY

ACCTG. CONTRACT NO. _____

PAY ESTIMATE INVOICE NO. _____

INVOICE DATE _____

CURRENT PERIOD GROSS AMOUNT \$ **\$7,590**RETAINAGE AMOUNT \$ **\$0**CURRENT PERIOD NET AMOUNT \$ **\$7,590****CCI SCHEDULE OF VALUES**

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS APPROVED FOR PAYMENT	TOTAL COMPLETED AND STORED TO DATE	%
			PREVIOUS APPLICATION	THIS APPLICATION			
EXTERIOR							
1	Motion security LED light fixtures	\$500.00	-	-	-	-	0.0%
2	Painting of home's exterior including body, trim and porches	\$1,775.00	-	-	-	-	0.0%
3	Replacing damaged siding and trim with siding and trim of like size and strength as what is currently in place	\$450.00	-	-	-	-	0.0%
4	Installation of new GFCI Outlets (4) four one at each of the exit doors	\$350.00	-	-	-	-	0.0%
5	Installation of new 200 Amp electrical service for the home including a new meter base, main breaker, and ground rods	\$550.00	-	-	-	-	0.0%
6	Repairing of the holes to a sound and cosmetically appealing and paint ready condition	\$200.00	-	-	-	-	0.0%
7	Installation of new entry and exit doors to the front door (the door entering the kitchen, metal clad standard 36x80 door)	\$700.00	-	-	-	-	0.0%
8	Installation of new PEX pressure water lines from the meter to all the plumbing fixtures of home including a hydrant with anti-syphon attachment on the front and rear of home.	\$1,685.00	-	-	-	-	0.0%
9	Installation of new vinyl single hung vinyl windows	\$2,700.00	-	-	-	-	0.0%
10	Refaming of the window frames	\$950.00	-	-	-	-	0.0%
INTERIOR GENERAL							
1	Rewiring of the home with the use of new 12-2 wires for the fixtures and outlets; 14-2 for 3 way switches and hardwired smoke detectors; installation of neceary circuit breakers in each room and areas.	\$2,040.00	-	\$2,040.00	-	\$2,040.00	100.0%
2	Painting of the entire interior of home	\$2,250.00	-	-	-	-	0.0%
3	Gutting rooms of the home that have paneling on the walls to the ceiling joists and the studs. Installation of new regular core drywall (2,624sf). Installation of new moisture rock on the walls and ceiling in bathroom (320sf)	\$4,050.00	\$2,025.00	-	-	\$2,025.00	50.0%
4	Repairing of the holes created during the installation of the new pressure pipes.	\$11,680.00	-	-	-	-	0.0%
5	Installation of new insulation in the walls and the attic of the appropriate R-value for both areas	\$1,800.00	-	-	-	-	0.0%
6	Installation of new sheet vinyl plank snap and lock flooring within the rooms where ceramic tile is not located in the home measuring approximately 500 square feet.	\$1,865.00	-	-	-	-	0.0%
7	Replacing of damaged floor joists with new treated lumber under hall bathroom to den area.	\$785.00	-	\$785.00	-	\$785.00	100.0%

HALL								
1	Installation of one hardwired smoke detector with battery backup	\$225.00	-	-	-	-	-	0.0%
2	Installation of new duplex outlets to match	\$225.00	-	-	-	-	-	0.0%
3	Salvaging of flooring in the hall area with the installation of new baseboards and shoe molding	\$425.00	-	-	-	-	-	0.0%
LIVING ROOM								
1	Reinstallaiton of existing light fixture with a four gang switch to operate the main light, and other fixtures separately	\$350.00	-	-	-	-	-	0.0%
2	Installation of new duplex outlets with a ground	\$225.00	-	-	-	-	-	0.0%
3	Installation of new hardwired smoke detector with battery backup	\$225.00	-	-	-	-	-	0.0%
4	Trimming inside of the window installation of new crown to closely match previously crown molding size	\$595.00	-	-	-	-	-	0.0%
DINING ROOM								
1	Installation of a chandelier light fixture with switches	\$325.00	-	-	-	-	-	0.0%
2	Installation of a new hardwired smoke detector with battery backup	\$225.00	-	-	-	-	-	0.0%
3	Installation of 2 gang light switches to operated the dome light and chandelier	\$450.00	-	-	-	-	-	0.0%
4	Installation of new duplex outlets with a ground	\$225.00	-	-	-	-	-	0.0%
BEDROOM #1								
1	Installation of a new hardwired smoke detector with battery backup	\$225.00	-	-	-	-	-	0.0%
2	Installation of ceiling fan and 2 gang switches	\$440.00	-	-	-	-	-	0.0%
MASTER BEDROOM #2								
1	Installation of a new hardwired smoke detector with battery backup	\$225.00	-	-	-	-	-	0.0%
2	Installation of ceiling fan light fixture with switches	\$375.00	-	-	-	-	-	0.0%
BEDROOM #3								
1	Installation of a new hardwired smoke detector with battery backup	\$225.00	-	-	-	-	-	0.0%
2	Reinstallaiton of existing light fixture with a one gang switch	\$125.00	-	-	-	-	-	0.0%
PLUMBING / MECHANICAL GENERAL								
1	Repairing of holes created during the repairs and prepping to paint	\$275.00	-	-	-	-	-	0.0%
2	Installation of a new bathtub and replacing of walls around tub with new FRP boards around the wall of the tub to ceiling	\$425.00	-	-	-	-	-	0.0%
3	Caulking around the tub to provide a better seal and use of the tub	\$275.00	-	-	-	-	-	0.0%
4	Replacing of duct work from the package unit to all the rooms in the home with new hard pipes code required for the unit size with proper hangers and insulation	\$9,200.00	-	-	-	-	-	0.0%
5	The placing of the setup for the washer and drier in bedroom #1 behind the hall bathroom tapping into the existing drain lines and water lines in that area	\$275.00	-	-	-	-	-	0.0%
KITCHEN								
1	Reinstallation of existing light fixture with switches	\$420.00	-	-	-	-	-	0.0%
2	Installion of a new, p-trap, basket strainers and proper sized baskets, water supply lines, and cutoff valves	\$565.00	-	-	-	-	-	0.0%
3	Installion of of new cabinets to closely match the existing layout	\$1,705.00	-	-	-	-	-	0.0%
HALL BATHROOM								
1	Installation of a new faucet with new moveable showerhead with a hose and new pop up valve.	\$650.00	-	-	-	-	-	0.0%
2	Installation of a new 3 bar light fixture over the sink and mirror. Installation of new vent heater fan light combo with a switch to operate	\$550.00	-	-	-	-	-	0.0%
3	Installation of new GFCI outlet in the sink area of the vanity	\$375.00	-	-	-	-	-	0.0%
4	Installation of a new A.D.A. approved height toilet with a rubber seal for the flange	\$550.00	-	-	-	-	-	0.0%
6	Installation of new bathtub surround (FRP Panels) secured and sealed properly.	\$295.00	-	-	-	-	-	0.0%
MASTER BATHROOM								
1	Installation of a new faucet with new moveable showerhead with a hose and new pop up valve.	\$650.00	-	-	-	-	-	0.0%
2	Installion of a new supply lines, p-trap, and cutoff valves	\$375.00	-	-	-	-	-	0.0%
3	Installation of a new 3 bar light fixture over the sink and mirror. Installation of new vent heater fan light combo with a switch to operate	\$500.00	-	-	-	-	-	0.0%
4	Installation of a new A.D.A. approved height toilet with a rubber seal for the flange	\$575.00	-	-	-	-	-	0.0%
5	Installation of a new new supply lines, p-trap, and cutoff valves	\$550.00	-	-	-	-	-	0.0%

EXECUTED CHANGE ORDER #1

1	Termite damage was discovered in bedrooms 1 and 2. There was damage to the studs, ceiling and a beam. All damaged studs, walls and beams must be replaced	\$2,625.00	-	\$2,625.00	\$2,625.00	100.0%
2	Water damage was discovered in the floors of both bathrooms. The damaged floor joist and subfloor must be replaced with new code approved material and underlayment.	\$2,140.00	-	\$2,140.00	\$2,140.00	100.0%
3	To prevent water from flowing and settling under the structure, fill dirt should be added to the low areas in the front yard. Downspouts should be added to the existing gutters and a new gutter and downspout should be added to the east corner of the structure.	\$620.00	-	-	-	0.0%
4	Remove and replace the siding in the rear of the structure that was not staggered properly with like siding.	\$730.00	-	-	-	0.0%
5	Water damage was discovered in some of the roof decking in the rear addition of the structure. All deteriorated wood must be replaced. Remove and replace the aluminum roofing with glue down modified roofing material.	\$2,575.00	-	-	-	0.0%
6	The steps on the rear of the structure are not code approved and should be replaced with code specific cement steps. Code specific hand rails must be installed at all entry/exits.	\$825.00	-	-	-	0.0%
SUBTOTAL (THIS PAGE)		\$67,165	\$2,025	\$7,590	\$0	\$9,615 14.3%
TOTAL						
JOBSITE RECAP ONLY			TOTAL COMPLETED AND STORED TO DATE		\$9,615.00	
Contract Per Cost Control		\$57,650	SUBTRACT THE NET AMOUNT OF ALL PREVIOUS BILLINGS		\$2,025.00	
Contract Thru C.O. No.		\$9,515	NET AMOUNT THIS BILLING		\$7,590.00	
Gross Billed To Date Less Retainage		9,615				
Contract Balance		\$57,550				
PM APPROVAL		RA	DATE :			

RECEIVED
5/10/21
10N

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG Program claims

DATE: May 18, 2021

The following request for payment is being submitted for approval during the City Council's May 18, 2021 meeting. Please authorize and approve issuance of a manual check for the claim listed below:

Recipient: Helen O'Neal
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 303 J.C. Killingsworth Drive
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (5/28/21 – 6/27/21)

Recipient: Carolyn White
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$900.00
Purpose of Request: Temporary relocation 5/5/21 – 6/4/21)

Recipient: Lisa Means
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (5/5/21 – 6/4/21)

Recipient:	Community Connections, Inc.
Activity:	Housing Rehabilitation
Program:	CDBG
Project Site:	515 Columbia Street
Amount Requested:	\$7,590.00
Purpose of Request:	Substantial housing rehabilitation

Recipient:	Community Connections, Inc.
Activity:	Housing Rehabilitation
Program:	CDBG
Project Site:	213 S 11 th Avenue
Amount Requested:	\$30,937.00
Purpose of Request:	Substantial housing rehabilitation



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 18, 2021

Re: Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 13-31 Lighting Improvements Project (AIP No. 3-28-0031-0029-2021) and authorize advertisement for bids for same.
File Number: 2021-401
Minute Book #

Summary

Approve plans and specifications for the Bobby L. Chain Municipal Airport Runway 13-31 Lighting Improvements Project (AIP No. 3-28-0031-0029-2021) and authorize advertisement for bids for same.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 18, 2021 City Council meeting for consideration.

SPECIFICATIONS AND CONTRACT DOCUMENTS

HATTIESBURG-BOBBY L. CHAIN
MUNICIPAL AIRPORT
RUNWAY 13-31 LIGHTING
IMPROVEMENTS

AIP NO. 3-28-0031-0029-2021

CITY OF
HATTIESBURG

Prepared By

ARE Engineering Consultants

800 Spring Street, Suite 214, Shreveport, LA 71101

P.O. Box 38252, (318) 222-8252

2010 Oak Grove Road, Building 4, Suite 1, Hattiesburg, MS 39402

MAY, 2021



SPECIFICATION INDEX

Hattiesburg-Bobby L. Chain Municipal Airport Runway Lighting 13-31 Lighting Improvements



P+A Job #5-179-1813-001



April 2021

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Item L-109	Airport Transformer Vault and Vault Equipment
Item L-110	Airport Underground Electrical Duct Banks and Conduits
Item L-115	Electrical Manholes and Junction Structures
Item L-125	Installation of Airport Lighting Systems
Item L-828	Constant Current Regulator
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Item S-002	Demolition

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CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerks Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on June 17, 2021 for Hattiesburg-Bobby L. Chain Runway 13-31 Lighting Improvements (A.I.P. Project No. 3-28-0031-0029-2021) for the City of Hattiesburg.

This project shall generally consist of work which includes: Underground Electrical, Airfield Lighting, Signage, Prefabricated Vault, Foundation for Equipment.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Plans and specifications are being made available via paper or digital copy at www.hattiesburgsbids.com. Plan Holders are required to log-in or register for an account to view and order bid documents. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House at 601-336-6378. For questions related to the contract documents contact ARE Engineering Consultants at (318)222-8252. No partial sets of drawings of project manuals will be issued.

Proposal shall be submitted on Bid Forms provided with the specifications. Bids may be submitted in person, or for those interested, bids can be electronically submitted at www.hattiesburgsbids.com. No oral, telegraphic, telephonic, or e-mail proposals will be considered. For sealed bids, the current Certificate of Responsibility Number of the bidder shall appear on the outside of each sealed envelope containing a proposal, said envelope being plainly marked as shown below. If submitting electronically, please include this information on a cover page with your bid submission.

Bobby L. Chain Airport
Runway 13-31 Lighting Improvements
A.I.P Project No. 3-28-0031-0029-2021
for the City of Hattiesburg.

Each Bid must be accompanied by a bid bond/security deposit or certified check in an amount equal to 5% of the bid. In the event that an electronic bid is submitted, a copy of the bid bond must be included with the submission. If submitting electronically, a hard copy of all bid documents must be provided within 3 business days if requested after the bid opening.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Commercial – Electrical Work.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES
_____ NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

BID DATE: June 17, 2021 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 10:00 a.m. Monday, June 7, 2021, in the Airport Conference Room, 29 Academy Drive, Hattiesburg Bobby L. Chain Airport, Hattiesburg, MS.

By: _____
City Clerk, City of Hattiesburg

Dates of Publication:

The Post

Thursday, May 20, 2021

Thursday, May 27, 2021

Clarion Ledger

Thursday, May 20, 2021

Thursday, May 27, 2021

SECTION B: INSTRUCTIONS FOR BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the General Provisions of the Construction Specifications have the meanings assigned to them in the General Provisions.

2. QUALIFICATIONS OF BIDDERS

To demonstrate his qualifications for the Project, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Special Provisions or General Provisions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with Federal, state, and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

3.2 Reference is made to the General Provisions of the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3.

4. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. BID SECURITY

The amount and type of Bid Security is stated in the Advertisement of Bids. The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A. M. Best's Key Rating Guide and in accordance with Mississippi law. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid Opening. Bid Security of other Bidders will be returned within seven days of the Bid Opening.

6. CONTRACT TIME

The number of days for the completion of Work (the Contract Time) is set forth in the Contract Form. Any provisions for liquidated damages are set forth in the Contract Documents. The contract time is established in calendar days.

7. SUBCONTRACTORS, ETC.

7.1 If the Supplementary Conditions, Special Provisions, General Provisions or Specifications require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Bid Opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

7.2 In contracts where the Contract Price is on the basis of Cost of the Work Plus a Fee. Contractor, prior to the Notice of Award, must identify in writing to Owner those portions of the Work that he proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

7.3 Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

8. BID FORM

8.1 The Bid Form is included in the Contract Documents; additional copies may be obtained from Engineer.

8.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. In case of mathematical discrepancies, the unit price shall take precedence.

8.3 NOT USED

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

8.5 NOT USED

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.7 NOT USED

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be submitted in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, Contractor's license number for state in which the work is to be done, and accompanied by the Bid Security and other required documents.

10. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening Bids.

11. OPENING OF BIDS

Bids will be opened as indicated in the Invitation to Bid

12. BIDS TO REMAIN OPEN

All Bids shall remain open for the period of time stated in the Bid Form after the day of the Bid Opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to the date.

13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Bid Schedules and Total Bids waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

13.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested on the Bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

13.3 If a contract is to be awarded, it will be awarded to the lowest responsible Bidder, for Bid schedule selected, whose evaluation by Owner indicates to the Owner that the award will be in the best interests of the Project and the Owner.

13.4 If the contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within the time period specified for the Bid to be binding in the Bid Form.

13.5 Simultaneously with delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver to Owner the required Contract Security.

SECTION C: MANDATORY CONTRACT PROVISIONS

SPECIAL INSTRUCTION TO BIDDERS REGARDING EEO

Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity
(Executive Order 11246, as amended)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade	Goals for female participation in each trade
31.0%	6.9%

The goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the executive order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications Set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the executive order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employee identification

number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of Mississippi, Forrest County, City of Hattiesburg.

SPECIAL NOTICE TO BIDDERS

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (Aviation Safety and Capacity Expansion Act of 1990)

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material, men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

INSTRUCTIONS REGARDING CONTRACTOR'S INSURANCE

Contractor's Liability Insurance Requirements. The bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure additional coverage in amounts specified by the Owner. The cost premiums for such additional coverage shall be paid by the Owner in the form of a reimbursement under the contract.

In the event the low bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner shall provide such additional coverage, naming the contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.

Third Party Coverage. In the event the bidding documents require the contractor to name the consultant and/or the Owner as additional insured, the bidder shall show the premium cost for the additional insured in the Proposal in the item for additional coverage. The amount shown in the bid item for additional premium above cost shall be that amount of additional premium the premium for the coverage shown in the Certificate of Insurance submitted with the bid. In the event additional coverage is required by the Owner, the additional premium cost for third party coverage above the amounts shown in the Certificate of Insurance shall be paid by the Owner in the form of a reimbursement under the contract.

REQUIRED LANGUAGE IN PROPOSALS FOR AIP CONTRACTS

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Bid or Proposal Form. To effectuate the foregoing requirements, the sponsor is required to include in the bid or proposal form a statement substantially as follows:

The bidder (proposer) shall complete the following statement by checking the appropriate space.

The bidder (proposer) has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder (proposer) has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
(49 CFR PART 29)**

The bidder (offeror) certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS
(49 CFR PART 30)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U. S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

BUY AMERICAN CERTIFICATION
(Aviation Safety and Capacity Expansion Act of 1990)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from ARE Consultants, Inc. lists of articles, materials, and supplies excepted from this provision.

PRODUCT

COUNTRY OF ORIGIN

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

GENERAL

BIDDER'S NAME

ADDRESS

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO.

NONSEGREGATED FACILITIES

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS
(41 CFR 60-1.8)**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

- (1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
- (2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

Part A: FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-1: Airport and Airway Improvement Program Project.

The work in this contract is included in Airport Improvement Project No. 3-28-0031-0018-2011 which is being undertaken and accomplished by the City of Hattiesburg(Sponsor) in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P. L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P. L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

A-2: Consent to Assignment.

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3: Convict Labor.

No convict labor may be employed under this contract.

A-4: Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5: Withholding: Sponsor from Contractor.

Whether or not payments or advances to the City of Hattiesburg(Sponsor) are withheld or suspended by the FAA, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6: Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the City of Hattiesburg(Sponsor) may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7: FAA inspection and review.

The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

A-8: Subcontracts.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9: Contract termination.

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (49 CFR Part 18).

A-10: Inspection of Records.

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. (49 CFR Part 18).

A-11: Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (49 CFR Part 18).

A-12: General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

**Part B: DAVIS-BACON ACT REQUIREMENTS
(29 CFR PART 5)**

B-1 Minimum Wages.

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (B1) (d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1) (b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(b) (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and
- (ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour

Division, Employment Standards Administration, U. S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B1) (b) (2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic,

including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3 Payrolls and Basic Records.

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her current classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b) (2) (b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (29 CFR 5.5(a) (3) (i) (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(b) (1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a) (3) (i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph B-3 (a) above and that such information is correct and complete;

(ii) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3 (b) (2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph B-3 (a) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

B-4 Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a

contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or the State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment Training Administration. The ratio of trainee to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainee's shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any training performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a) (1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-8 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

B-9 Certification of Eligibility.

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001.

B-10 Contract Termination: Debarment.

A breach of the contract clauses in paragraph B-1 through B-9 of this section and paragraphs C-1 through C-5 of Section C may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

B-11: The following inserts include the wage determination for this project. The “Highway” determination shall priority for the project.

"General Decision Number: MS20210131 01/01/2021

Superseded General Decision Number: MS20200131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* ELEC0903-006 12/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 27.45	9.5%+5.52

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.55	0.00
INSTALLER - SIGN.....	\$ 12.19	0.00

INSTALLER: Guardrail.....	\$ 12.39	0.00
IRONWORKER, REINFORCING.....	\$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading.....	\$ 10.34	0.00
LABORER: Flagger.....	\$ 11.42	0.00
LABORER: Grade Checker.....	\$ 14.82	0.00
LABORER: Luteman.....	\$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.57	0.00
LABORER: Pipelayer.....	\$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.17	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94	0.00
OPERATOR: Bulldozer.....	\$ 13.99	0.00
OPERATOR: Concrete Saw.....	\$ 13.93	0.00
OPERATOR: Crane.....	\$ 14.80	0.00
OPERATOR: Distributor.....	\$ 11.46	0.00
OPERATOR: Grader/Blade.....	\$ 16.09	0.00
OPERATOR: Loader.....	\$ 13.99	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 16.96	0.00
OPERATOR: Oiler.....	\$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56	0.00
OPERATOR: Roller (All Types)....	\$ 12.17	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00
OPERATOR: Tractor.....	\$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72	0.00

TRUCK DRIVER: Lowboy Truck.....\$ 14.18	0.00
TRUCK DRIVER: Mechanic.....\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....\$ 11.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....\$ 14.36	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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**Part C: CONTRACT WORKHOURS AND SAFETY STANDARDS ACT
REQUIREMENTS
(29 CFR PART 5)**

C-1: Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborers or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C-2: Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph C-1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C-1 above.

C-3: Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C-2 above.

C-4: Subcontractors.

The contractors or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs C-1 through C-4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C-1 through C-4.

C-5: Working Conditions.

No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

**Part D: EQUAL EMPLOYMENT OPPORTUNITY
(41 CFR PART 60-1.4(b))**

During the performance of this contract, the contractor agrees as follows:

D-1: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

D-2: The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

D-3: The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D-4: The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

D-5: The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

D-6: In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

D-7: The contractor will include the portion of the sentence immediately preceding paragraph D-1 and the provisions of paragraphs D-1 through D-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Part E: CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

E-1: Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.

E-2: Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**Part F: STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION**

**CONTRACT SPECIFICATIONS
(41 CFR 60-4.3)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a

recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as a superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. The contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Part G: CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT
OF 1964, TITLE VI
(49 CFR PART 21)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the owner.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the owner may direct as a means of enforcing such provisions including sanctions for noncompliance.

**Part H: TERMINATION OF CONTRACT
(49 CFR PART 18)**

1. The owner may, by written notice, terminate this contract in whole or in part at any time, either for the owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the owner.
2. If the termination is for the convenience of the owner, the equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the owner for any additional cost occasioned to the owner thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The right and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Part I: BUY AMERICAN: STEEL AND MANUFACTURED PRODUCTS
FOR CONSTRUCTION CONTRACTS
(Aviation Safety and Capacity Expansion Act of 1990)**

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors material men, and suppliers in the performance of this contract, except those

(1) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U. S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS (49 CFR PART 23)

PART A

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Compliance. All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

Subcontract Clauses.

All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offers further subcontracting opportunities.

PART B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 23.45(I) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is eight and seven tenths (8.7%) percent of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the

airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered non-responsive.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

BIDDERS INSTRUCTIONS AND CHECKLIST

1. Contract is being awarded on the total bid (Base Bid as shown on the first sheet of the (BID FORM) being submitted.

CHECKLIST

1. Bid forms.
2. Bid bond or bid security.
3. Acknowledge all addenda.
4. Contractor's name and license number on the outside of the envelope.
5. Proper labeling as bid for project on outside of the envelope.
6. Authorized signature of bidder on bid forms.
7. Bidder is advised to pay strict attention to bond requirements.

BIDDERS INSTRUCTIONS AND CHECKLIST

- 1) Contract is being awarded on the total bid (Base Bid and Additive Alternate No. 1 if selected) being submitted.
- 2) a) Any proposal received after June 17, 2021 will be returned unopened.
- b) As a condition of the opening of a bid, the bid must be submitted and sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope:
 - i) Submitted to: (Name of Owner)
 - ii) for: (Name of the project and contract designation for which the bid is submitted.)
 - iii) Bid of: (Name of person or firm submitting the bid.)
 - iii) Insert: (Permanent address of the bidder)
 - v) Insert: (Post office box number or street address, and the city and state of the bidder.)
 - vi) Certification: For a bid where the total amount is in excess of Fifty Thousand Dollars (\$50,000), the bidder must have a Certificate of Responsibility number shown on the outside of the sealed envelope containing the bid. For a bid where the total amount is not in excess of Fifty Thousand Dollars (\$50,000), the bidder must have a statement signifying this that is shown on the outside of the sealed envelope containing the bid.
- c) If forwarded by mail, the sealed envelope containing the bid must be enclosed in another sealed envelope addressed to the owner.
- d) The attention of prospective bidders is directed to all state fees and taxes required for the privilege of doing business within the state.
- e) Any proposal received that does not comply with this provision will be returned unopened.
- f) The name of the project is HATTIESBURG-BOBBY L. CHAIN AIRPORT, RUNWAY 13 DRAINAGE IMPROVEMENTS PART I.
- g) Each bid must be accompanied by a bid bond, a certified check or cashier's check for an amount equal to five percent (5%) of the total bid as a bid guarantee.
- h) Successful bidders will be required to execute the standard form of "Contract Agreement" for construction, together with a 100% performance bond and a 100% payment bond, within fifteen (15) days after formal award of the contract. The bonds shall be acceptable

to the owner and shall be executed by a company licensed to do business in the State of Mississippi. The bonds shall either be signed or countersigned by a Mississippi resident agent of the surety company.

- i) The time allowed for completing this project is eighty (80) calendar days, commencing with the date of the "Notice to Proceed." Failure to complete the work within the allowable contract time will result in the assessment of liquidated damages of one thousand dollars (\$1,000.00) per calendar day after the expiration of contract time.
- j) If the contractor should experience unforeseen delays due to causes beyond its control, i.e., receipt of materials, weather delays, etc., these time periods may be extended by the owner, based upon justification received by the engineer from the contractor, and the engineer's recommendation to the owner.
- k) The bidder understands that the unit prices included on the proposal form as a part of its bid shall be held good and may not be altered or withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.
- l) The owner's intent in performing this work is to repair existing drainage and improve safety area.

3) Bid Conditions, Disadvantaged Business Enterprise Program

- a) The following bid conditions are applied to this Department of Transportation (DOT) assisted contract. Submission of a proposal by a prospective contractor shall constitute full acceptance of these bid conditions.
 - i) Definition. Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in Paragraph 23.62 of Subpart D to 49 CFR Part 23.
 - ii) Policy. It is the policy of DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently the DBE requirements of 49 CFR Part 23 apply to this contract.
 - iii) DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.
 - iv) Compliance. All bidders, potential contractors, or subcontractors for this DOT-

assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the owner.

- v) Subcontract Clauses. All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
- vi) Contract Award. Bidders are hereby advised that meeting DBE subcontract goals or making a good faith effort to meet such goals are conditions of being awarded this DOT-assisted contract. The owner proposes to award the contract to the lowest responsible bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, it has made good faith effort to meet the established goals for DB E participation. The bidder is advised that the owner has sole authority to determine if the bidder has made sufficient effort toward meeting DBE goals to quality) for the contract award. The owner reserves the right to reject any or all bids submitted.
- vii) Subcontract Goals. The attainment of goals established for these contracts are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract is eight and seven tenths (8.7%) percent (based on historical and availability references of minorities, females, and other) to be performed by the DBE's.
- viii) Available DBE's. The owner has on file a DBE program which has been approved by the Federal Aviation Administration. This program contains a listing of known DBE's that have been certified by a sponsor of one or more DOT programs. Bidders are encouraged to inspect this program to assist in locating DBE's for the work. Other DBE's may be certified and added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goals will not be counted unless the DBE to be used has been certified.
- ix) Contractor's Required Submission. The owner requires the submission of the following "Non-DBE Subcontracts" information within ten (10) days after the bid opening and prior to award o f the contract under this solicitation. Certain other DBE information may also be required.

NON-DBE SUBCONTRACTS

Non-DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work
Total Dollar Value of Sub Contract Work		
Total Dollar Value of Basic Bid		
Percent of Total		%

WOMEN SUBCONTRACTS

Women Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work
Total Dollar Value of Subcontract Work		
Total Dollar Value of Basic Bid		
Percent of Total		%

DBE SUBCONTRACTS

DBE Subcontractors Names and Addresses	Subcontract Work Item	Dollar Value of Subcontract Work
Total Dollar Value of Subcontract Work		
Total Dollar Value of Basic Bid		
Percent of Total		

- x) Contractor Assurance. The bidder hereby assures that he will meet one of the following, as appropriate:
 - (1) The DBE participation goal as established in paragraph 2(a) vii above.
 - (2) The DBE participation percentage as shown in paragraph 2(a) vii, which was submitted as a condition of contract award.
- b) Agreements between bidder/proposer and DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner. The bidder shall establish and maintain records and submit regular reports, as required, that will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.
- c) If the contractor fails to meet the contract goals established in paragraph 2(a) vii above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable) as well as the DBE information should be submitted as specified in paragraph 2b above.
- d) Suggested guidance for use in determining if good faith efforts were made by a contractor is included in Appendix A to 49 CFR Part 23, Subpart 23.45(h), revised as of April 27, 1981.
- e) A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in Appendix A are as follows:
 - i) Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
 - ii) Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
 - iii) Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
 - iv) Whether the contractor followed up initial solicitations of interest by contacting

DBE's to determine with certainty whether the DBE's were interested;

- v) Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including breaking down contracts into economically feasible units to facilitate DBE participation, where appropriate);
- vi) Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
- vii) Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;
- viii) Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient of contractor; and
- ix) Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure a DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

CHECKLIST

1. Bid forms.
2. Bid bond or bid security.
3. Acknowledge all agenda.
4. Contractor's name and license number on the outside of the envelope.
5. Proper labeling as bid for project on outside of the envelope.
6. Delivered or addressed to the Director of Purchasing.
7. Authorized signature of bidder on bid forms.
8. Bidder is advised to pay strict attention to bond requirements.

SECTION D: BID INFORMATION

BID FORM

DATE : _____, 2021

NAME OF BIDDER:

MISSISSIPPI CONTRACTOR LICENSE NO.

City Clerk's Office
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Gentlemen:

The undersigned, being a qualified bidder in compliance with your Advertisement for Bids for the construction of:

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 LIGHTING IMPROVEMENTS**

AIP No. 3-28-0031-0029-2021
for the
CITY OF HATTIESBURG

Having examined the plans and specifications with related documents, and having examined the sites of the proposed work, hereby proposes to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part. This "unit price" Bid shall be invoiced based on completed installed quantities.

The undersigned Bidder agrees to fully complete the Project within one eighty (80) calendar days from the date of the "Order to Proceed". The Bidder agrees to pay as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) for each consecutive calendar day thereafter. The Bidder further agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Notice of Award during this period, the Bid accepted shall continue to remain binding until the successful Bidder delivers his executed Contract Documents to the Owner.

The Bidder acknowledges receipt of, and makes a part of this proposal the following addenda: _

The Bidder's attention is directed to the "Instructions to Bidders" contained in these contract documents. It shall be the Bidder's responsibility to review and comply with these instructions.

The bidder shall complete the following statements by checking the appropriate space.

The bidder has ____ has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Bidder will execute the formal contract within ten (10) days after original date of Owner's Notice of Award and will deliver a Surety Bond or Bonds for the faithful performance of the Contract, per these drawings and specifications. A certificate of insurance shall also be delivered.

Bid Security is attached without endorsement, in the sum of five percent (5%) of the total
of the Base Bid Schedule

(\$ _____) dollars

and of Additive Alternate No.1 Schedule

(\$ _____) dollars

is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth.

(SEAL) If bid is by a corporation

Respectfully submitted,

Bidder

By:

Title

_____ Address

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Lighting Improvements
AIP No. 3-28-0031-0029-2021

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-152-4.1	Unclassified Excavation	400	C.Y.		Dollars Cents
I-3.2	Additional Insurance Premium	1	LUMP SUM		Dollars Cents
L-108-5.2a	Underground Cable #8 AWG L-824C 5KV, installed in duct or conduit	18,400	L.F.		Dollars Cents
L-108-5.3	No. 6 AWG, Solid, Bare Counterpoise Wire, direct buried, Including Ground Roads, Exothermic welding and ground connectors	18,400	L.F.		Dollars Cents
L-108-5.4	Insulated #6 AWG safety Ground, Installed with lighting conductors in Duct bank or Conduit	18,400	L.F.		Dollars Cents
L-110-5.1	Non-encased Electrical Duct Bank, 2" PVC Schedule 40	18,400	L.F.		Dollars Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – BASE BID
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Lighting Improvements
AIP No. 3-28-0031-0029-2021

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
L-110-5.2	Concrete Encased Electrical Conduit, 4" PVC Schedule 80	892	LF.		Dollars _____ Cents _____
L-110-5.3	2" PVC Schedule 40, in Duct	892	LF.		Dollars _____ Cents _____
L-115-5.1	Electrical Manholes	2	EA.		Dollars _____ Cents _____
L-115-5.2	Electrical Junction Structure	2	EA.		Dollars _____ Cents _____
L-125-5.1	New Medium Intensity elevated base mount LED runway edge light, all in place - with maintenance pad	60	EA.		Dollars _____ Cents _____
L-125-5.3a	Directional guidance sign replaced with new maintenance pad - panel 1	2	EA.		Dollars _____ Cents _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – BASE BID
 Hattiesburg-Bobby L. Chain Municipal Airport
 Runway 13-31 Lighting Improvements
 AIP No. 3-28-0031-0029-2021

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
L-125-5.3b	Directional guidance sign replaced with new maintenance pad - panel 2	12	EA.		Dollars _____ Cents _____
L-125-5.3c	Directional guidance sign replaced with new maintenance pad - panel 3	8	EA.		Dollars _____ Cents _____
L-828	Regulator	2	EA.		Dollars _____ Cents _____
S001	Mobilization	1	Lump Sum		Dollars _____ Cents _____
S002	Demolition	1	Lump Sum		Dollars _____ Cents _____
S005	Construction Layout	1	Lump Sum		Dollars _____ Cents _____

Contract time for base bid is eighty (80) calendar days.
 If alternate is selected the total contract time is eighty (80) calendar days.

Total Bid Schedule – Base Bid \$ _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – ADDITIVE ALTERNATE No. 1
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Lighting Improvements
AIP No. 3-28-0031-0029-2021

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
P-152-4.1	Unclassified Excavation	200	C.Y.		Dollars Cents
P-209	Crushed Aggregate Base Course	150	C.Y.		Dollars Cents
L-108-5.2a	Underground Cable #8 AWG L-824C 5KV, installed in duct or conduit	4,800	L.F.		Dollars Cents
L-108-5.3	No. 6 AWG, Solid, Bare Counterpoise Wire, direct buried, Including Ground Roads, Exothermic welding and ground connectors	4,800	L.F.		Dollars Cents
L-108-5.4	Insulated #6 AWG safety Ground, Installed with lighting conductors in Duct bank or Conduit	4,800	L.F.		Dollars Cents
L-109-5.1	Furnish pre-fabricated concrete lighting vault, complete in place	1	LUMP SUM		Dollars Cents

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

BID FORM

BID SCHEDULE – ADDITIVE ALTERNATE No.1
Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Lighting Improvements
AIP No. 3-28-0031-0029-2021

Bid Item Number	Description	Approximate Quantity	Unit of Measure	Unit Price in Numbers	Unit Price in Words (Ink or Typed)
L-110-5.1	Non-encased Electrical Duct Bank, 2" PVC Schedule 40	4,800	L.F.		Dollars Cents
L-110-5.2	Concrete Encased Electrical Conduit, 4" PVC Schedule 80	180	L.F.		Dollars Cents
L-110-5.3	2" PVC Schedule 40, in Duct	180	L.F.		Dollars Cents
					Dollars Cents
					Dollars Cents

There is no increase in contract time for Additive Alternate No.1

Total Bid Schedule – Additive Alternate No.1 \$ _____

Contractor Note: Unit prices include all costs required to complete construction, ready for operation in accordance with contract documents, including "mobilization and demobilization" costs. The costs of work not designated to be paid for under a specific item, shall be prorated over applicable pay items. Separate measurements of work for payment will not be made unless designated herein.

SHEETS 43 thru 47 NOT USED

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

as Surety, are hereby held and firmly bound unto

as OWNER in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind

ourselves, successors and assigns. Signed this _____ day of _____, _____. The

Condition of the above obligation is such that whereas the Principal has submitted to

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing,

for the:

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 LIGHTING IMPROVEMENTS**

**A.I.P Project No. 3-28-0031-0029-2021
for the
CITY OF HATTIESBURG**

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT NOTE: Surety bonds shall be procured according to Mississippi State Law. Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Mississippi domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Mississippi or owned by Mississippi residents and is licensed to write surety bonds.

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after first being sworn, deposes and says: that
he is _____ (a partner of the firm of, etc.) _____ .

The party making the foregoing Proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, or collusion, or communication or conference with any person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price or that of any other bidder, or to secure any advantage against THE CITY OF HATTIESBURG, State of Mississippi, Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid, or the contents thereof, or divulged information or data relative hereto to any association or any member or agent thereof, are true.

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____ DAY OF _____ ,
20____.

(Notary Public)

My commission expires _____ .

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 49 CFR Part 29.

1. The prospective lower tier participant certifies, by submissions of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Project Name

Authorized Representative

Title

Signature

Date

ELIGIBILITY QUESTIONNAIRE

NAME:

BUSINESS ADDRESS:

FEDERAL IDENTIFICATION NUMBER:

NAMES OF PRINCIPALS (Officers, Directors, Partners or Owners):

Has the corporation or any principal -

1. Been convicted or had a civil judgment against it involving fraud or any criminal offense in connection with the obtaining or attempt to obtain a public or private contract? If so, please explain in detail.
2. Been convicted or had a civil judgment against it concerning the violation of any federal or state antitrust statute. If so, please explain in detail.
3. Been convicted or had a civil judgment against it concerning the commission of any embezzlement, theft, forgery, bribing, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice. If so, please explain in detail.

4. Been convicted or had a civil judgment against it involving offenses indicating a lack of business integrity. If so, please explain in detail.
5. Has the corporation violated any public contract or transaction through:
 - a. Willful failure to perform;
 - b. Unsatisfactory performance;
 - c. Willful violation of any statute or regulation.If so, please explain in detail.
6. Has the corporation or any principal been debarred or suspended from transactions with any agency of the U.S. Government, state of Mississippi or any other state? If so, please explain in detail.
7. Has the corporation willfully done business with any person or corporation that it knows has been debarred or suspended from federal or state transactions. If so, please explain in detail.
8. Has the corporation failed to pay substantial debt to the United States or any of its agencies? If so, please explain in detail.
9. Has the corporation ever entered into a voluntary exclusion from transactions with the United States or its agencies? If so, please explain in detail.

The undersigned authorized corporate representative, partner, or owner avers that the information supplied herein is true and correct and that the assertions are of the essence of the acceptance of a bid. If any information is willfully withheld or answered falsely, the City of Hattiesburg may declare the contract breached.

_____, Mississippi this _____ day of _____, 2021

Authorized Representative

**ACKNOWLEDGMENT OF CONTINUING
OBLIGATION TO INFORM**

The undersigned authorized representative of the bidder acknowledges that he understands that the bidder has the continuing obligation to inform the City of Hattiesburg of any matters concerning its eligibility and specifically any matters set forth in the Eligibility Questionnaire. Failure to inform shall be the basis for the City to declare the contract breached.

_____, Mississippi this _____ day of _____, 2021

Authorized Representative

SECTION E: CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2021,
State of Mississippi, hereinafter called "Owner" and
_____,
hereinafter called the "Contractor".

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to construct complete in every detail as follows:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT RUNWAY 13-31 LIGHTING IMPROVEMENTS

A.I.P Project No. 3-28-0031-0029-2021 for the CITY OF HATTIESBURG

in compliance with the advertisement of Bids, Proposal Form, Contract, Performance Bond, General Provisions, Specifications, Plans, and Addenda.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.

3. The Contractor shall commence work under this Contract within ten (10) days from the date of the written "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within eighty (80) calendar days from the date of the "Order to Proceed".

The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be One Thousand Dollars (\$1,000.00) per working day in excess of the stated time of completion.

4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor, who will immediately thereafter file same with the Recorder of Mortgages in County.

5. A retainage of ten percent (10%) shall be withheld from each progress payment. Upon successful clearance of the lien, the Contractor shall submit a final invoice, with the clear lien certificate, for payment by the Owner in accordance with standard payment procedures established by the City of Hattiesburg.

6. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and to make monthly payments on account thereof as provided in the General conditions. The contract amount, as presented in bid by Contractor is \$ _____ or _____ (in words).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original counterparts on the day and year first herein above written.

WITNESSES:

Contractor

Signature

Title

WITNESSES:

Owner

Signature

Title

SECTION F: PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) *

and (2) * _____ hereinafter called "Principal" and (3) *

a Surety Company authorized to do and doing business in the State of Mississippi, hereinafter

called "Surety" are held and firmly bound unto the City of Hattiesburg, hereinafter called

"Owner" in penal sums of _____ dollars (\$ _____)

Performance Bond and _____ dollars (\$ _____) Payment

Bond in lawful money of the United States, for the payment of which sum well and truly to be

made, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by

these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered into a certain contract with the Owner dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the furnishing of:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT RUNWAY 13-31 LIGHTING IMPROVEMENTS

A.I.P Project No. 3-28-0031-0029-2021 for the CITY OF HATTIESBURG

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof which may be granted by the owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms,

subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the prosecution of such work, and all insurance premiums on said work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal Secretary)

Principal

BY:

Witness as to Principal

Address

Address

ATTEST:

(SEAL)

(Surety) Secretary

Surety

Attorney-in-Fact

BY:
Witness as to Surety

Address

Address

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF AGREEMENT.

- * 1. Correct name of Contractor.
- * 2. A Corporation, a Partnership, or an Individual, as case may be.
- * 3. Correct name of Surety.

NOTE: Contractor shall furnish performance and payment bonds as a security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the State where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or by a Mississippi domiciled insurance company with at least an A rating in the latest printing of A.M. Best's Key Rating Guide and in accordance with Mississippi R.S. 38:2219.

SECTION G: CERTIFICATE AND RELEASE

FROM:

(Name of Contractor)

TO: City Council, City of Hattiesburg, Mississippi

RE: Contract entered into on the _____ day of _____ , _____ ,

between the City of Hattiesburg, Mississippi and

(Name of Contractor)

of _____ , _____
(City) (State)

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 LIGHTING IMPROVEMENTS**

A.I.P Project No. 3-28-0031-0029-2021

**for the
CITY OF HATTIESBURG**

KNOW ALL MEN BY THESE PRESENTS:

A. The undersigned hereby certified that there are no outstanding claims of laborers, material, men, subcontractors or others arising out of the performance of this Contract, which might be asserted against the City, represented by the Commission Council, and the undersigned will agree that in the event of the assertion of any such claims against the City represented by the Commission Council, the undersigned will indemnify and save harmless the City from any such claims.

B. That the undersigned hereby acknowledges receipt from the City of all sums payable to the undersigned by the City under or pursuant to the above mentioned contract, with the following exceptions:

(List all exceptions here. If none, state "none".)

C. The undersigned further certifies and acknowledges that the City has duly performed and fulfilled all the terms, provisions and conditions to be performed or fulfilled under or pursuant to said Contract (with the exceptions as noted above).

D. That the undersigned, except as regard items listed in paragraph "B" in consideration of the sum of \$1 paid to the undersigned, receipt whereof is hereby acknowledged, does hereby release the City from all claims arising under or by virtue of said Contract.

IN WITNESS WHEREOF, the undersigned has signed and sealant

this instrument this _____ day of _____, 20 _____.

_____ (*Seal*)

_____, being first duly sworn on oath, deposes and says first, that he is the _____ of (*Title*) _____, second, that he had read the

(*Name of Company*)

foregoing certificate by him subscribed as _____ of
(*Title*)

the _____.
(*Name of Company*)

The matters and things stated therein are, to the best of his knowledge and belief, true.

(*Name*)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

SECTION H: SPECIAL PROVISIONS

H-01. NAME OF PROJECT. The project shall be known as

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 LIGHTING IMPROVEMENTS**

**A.I.P Project No. 3-28-0031-0029-2021
for the
CITY OF HATTIESBURG**

H-02. OWNER. The Owner is the City of Hattiesburg, Mississippi represented by its Mayor, domiciled in the City Hall of Hattiesburg, Mississippi.

H-03. LOCATION. The project is located approximately eight miles south east of downtown Hattiesburg, Mississippi.

H-04. SOURCE OF FUNDS. Owner's Funds for construction have been provided by proceeds from airport revenues.

H-05. ACCESSIBILITY. Access to the airport site may be gained by traveling south on US Highway 49, turn at its intersection with JM Tatum Industrial Drive and continue to Academy Drive.

H-06. DOCUMENTS FORMING THE CONTRACT. The documents forming the contract documents include Contract Documents and Specifications for HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT RUNWAY 13-31 LIGHTING IMPROVEMENTS A.I.P Project No. 3-28-0031-0029-2021 for the CITY OF HATTIESBURG

H-07. SEEDING. The type of seed and rate of application shall be in accordance with the applicable portions of the current Specifications of Advisory Circular(AC) 150/5370-10A , Standards for Specifying Construction of Airports, Part X, as modified by the Field Engineer.

H-08. AIRPORT OPERATIONS. The Contractor shall coordinate his work so as to offer the least interference with airport operations and he shall cooperate with the airport management at all times in regards to safety regulations. When the location and nature of the construction process requires that the Contractor's vehicles be routed along or across active runways or taxiways, traffic movements will be coordinated with the airport manager or engineer. See REQUIREMENTS OF CONTRACTOR'S VEHICLES hereinafter. **Portable, lighted, barricades shall be furnished by the Contractor as required.**

Throughout the duration of the contract, **NO** equipment or objects projecting above ground will be permitted any closer than two hundred fifty of the centerline of the runway. Equipment may be parked near the work sites provided the above clearance requirements are maintained.

H-09. ACCESS. The Contractor's access route to staging areas and areas where work is to be performed is shown on the construction sequence plan. Maintenance of the route is required and shall include sweeping as required. Existing roads or pavements which are damaged by the Contractor's vehicles during construction shall be repaired at no additional cost to the Owner.

H-10. SCHEDULING WORK. The successful bidder shall furnish a proposed work schedule at the Pre-construction Conference. See paragraph H-18 for work phases.

During night operations the Contractor shall provide lighting as required for construction. Separate payment will not be made for lighting expenses.

H-11. OFFICE SPACE FOR INSPECTOR. Office space for the inspector will not be required.

H-12. LABORATORY TESTS. The Owner will employ the services of a Commercial Laboratory for the purpose of sampling and testing construction materials. The Contractor shall furnish materials for sampling at his expense.

Compaction and gradation tests which fail to comply with requirements of the plans and specifications shall be charged to the Contractor. The Engineer shall supervise all testing and tests performed without his knowledge or approval shall be paid for by the Contractor regardless of failing or passing.

H-13. RECORDING DOCUMENTS. The Contractor shall file on record at the Forrest County Courthouse, the construction contract and letter of acceptance of the final work. This will be considered as subsidiary obligation.

H-14. PROTECTION OF CABLES, CONTROLS, NAVAIDS & WEATHER BUREAU.

The Contractor is hereby informed that there are installed on the airport FAA NAVAIDS: including, without limitation, electric cables and controls relating to such NAVAIDS and facilities, and other electric power cables serving other facilities. Such NAVAIDS, and other facilities, and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineers acting under the orders and instructions of the airport management and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineers or the airport management (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

The Contractor shall be responsible for the protection of all buried cables and utilities shown on the plans or subsequently located on the job site by the Engineers.

Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau and other facilities, will be marked in the field by the Engineers for the information of the Contractor,

before any work in their general vicinity is started. Thereafter, through the entire time of this construction they shall be protected from any possible damage, including crossing with unauthorized equipment.

The Contractor shall immediately repair, with equivalent material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.

H-15. INSURANCE REQUIREMENTS.

1. The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

3. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified;
 - a. CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR.

Insurance Requirements

The Contractor shall furnish the following along with Bonds and Contract Documents sent to the City for execution:

Certificates of Insurance in companies doing business in Mississippi and acceptable to the County covering:

Statutory Worker's Compensation Insurance;

Comprehensive Liability Insurance covering all operations and automobiles:

Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Certificates of Insurance must be executed in accordance with the following provisions:

Certificates to contain policy number, policy limits and policy expiration dates of all policies issued in accordance with this Contract;

Certificates to contain the location and operations to which the insurance applies;

Certificates to contain Contractor's protective coverage for any Subcontractor's operations;

Certifications to contain Contractor's Contractual Insurance coverage;

Certificates are to be **issued** to:
Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in this Work.

The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all Subcontractors likewise carry statutory Workers' Compensation Insurance.

The City, its officials and staff shall be named as additional insureds with right of notice in the policy.

- a. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S Surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
4. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
5. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

H-16. WEATHER DATA. The Contractor shall avail himself of weather bureau data regarding the anticipated temperatures and rainfall.

H-17. REQUIREMENTS OF CONTRACTOR'S VEHICLES.

1. For the purpose of this Section, the following definitions apply:
 - a. Vehicle - All conveyance, except aircraft, used on the ground to transport persons, materials, or equipment.
 - b. Aircraft Operation Areas - Those areas which encompass the runways, taxiways, and other areas of the airport utilized for taxiing, take-off, and landing of aircraft, including aprons and parking areas.
 - c. Airfield Service Vehicles - Those vehicles operated by Airport management or the Contractor and routinely used for service, maintenance, and construction on the aircraft movement area.
 - d. Aircraft Support Vehicles - Those vehicles routinely used on the aircraft aprons or parking areas in support of aircraft operations.
 - e. Service and Delivery Vehicles - Those vehicles operating on the air operation areas which pick up and deliver air cargo and airport and airline supplies.
2. No vehicles shall operate within the air operations areas unless it is required for delivery and pick up of Contractor's personnel, materials, air cargo, aircraft servicing, airport maintenance, or in emergency conditions.
3. No vehicle will be given authorization to operate on the air operations area unless it shall be in good mechanical order, with adequate lights, horn, brakes and clear vision from the driver's seat. Trailer and semi-trailers will not be permitted unless they are equipped with reflector lights and proper functional brakes so that when disengaged from the towing vehicle, neither aircraft blast nor wind will cause them to become free rolling. Positive locking couplings will be required for all towed equipment.
4. All vehicle operators are required, by the HATTIESBURG-BOBBY L. CHAIN AIRPORT, to have a valid operator's permit for a motor vehicle before operating a vehicle on the airport property. In addition, all vehicles to be operated on airport property are required to be registered by the State of Mississippi, except those not required by state statutes.
5. The HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT has established guidelines for operating within the air operations area:

a. General vehicle regulations:

- (1) No person shall operate a motor vehicle on the airport when such vehicle does not possess valid license tags issued by the appropriate authority.
- (2) The driver of any motor vehicle operated on the airport must at all times comply with a lawful order, signal or directive of an authorized representative of the airport.
- (3) No motor vehicle shall be operated on the airport if it is so constructed, equipped or loaded as to endanger persons or property.
- (4) No person shall park a motor vehicle on the airport other than in the area specifically established by the Airport Manager for the parking of the equipment.
- (5) All motor vehicles, except scooters, shall be equipped with two headlights and one or more red taillights; the headlights to be of sufficient brilliance to assure safety in driving at night, and all lights shall be kept lighted after sunset unless the vehicle is in a designated parking area.
- (6) All motor vehicles shall be equipped with two reflectors on the rear and two reflectors for each side (front and rear). A reflector will be considered adequate when it is so designed, located and maintained as to be visible for at least five hundred feet when facing an oncoming vehicle with ordinary headlights.
- (7) Emergency conditions existing on the airport will not mitigate or cancel any existing rule. During such conditions all drivers of every motor vehicle shall make certain that his vehicle does not move in any direction that could interfere with any or all authorized operations necessary for the effective control of the emergency.
- (8) Any equipment not needed immanently for repairs or construction of runway or taxiways shall not be parked within a safety area. Parking of equipment on the airport during hours when repairs or construction are not in progress shall not be closer than 250 feet from the edge of any active taxiway, runway, ramp, or apron. In any event, such equipment will be marked by flags not less than 3 feet square made of alternating 1 foot squares of white and international orange cloth; and during hours of darkness by obstruction lights when applicable.

- b. Right-of-Way between motor vehicles.
 - (1) Emergency vehicles shall have the right-of-way over all other motor vehicles operating on the airport.
 - (2) On the aprons, fuel tenders shall have the right-of way over other vehicles.
 - (3) On the aprons, motor vehicles operated in support of air carrier operations shall have the right-of-way over administrative and maintenance vehicles except as noted in 4.
 - (4) Maintenance and construction vehicles shall have the right-of-way when operating within routes specifically designated by the Airport Manager in each instance of repairs or construction requiring several movements within a short period of time or during any extensive construction.
- c. Right-of-way between motor vehicles and aircraft.
 - (1) All vehicles shall relinquish right-of-way to any aircraft moving under its own power.
 - (2) All vehicles shall pass on the pilot's side of an aircraft moving under its own power.
 - (3) When parking adjacent to a runway, all vehicles must park parallel to the runway and at least 200 feet to the outside of the runway lights.
- 6. The Airport Manager shall have the responsibility of control over the vehicular traffic operating on the air operations area. All vehicles are required to obtain clearance from the Airport Manager before entering any active area of the air operations area. All vehicles must obtain additional clearance from the Airport Manager before crossing an active runway.
- 7. THE HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT requires that all vehicles to be operated on the air operations area shall display the name of the owner or lessee thereon, by means of a name plate or lettering. Construction contractor's equipment and personnel vehicles will be identified by means of a 3-foot square flag as described in paragraph 5a (9) herein before.

H-18. WORK PHASES. Work phases are delineated on the drawings.

SECTION I: ADDITIONAL INSURANCE PREMIUM

I-1. DESCRIPTION. The City of Hattiesburg requires that the Contractor adhere to the Insurance Requirements in Paragraph H-15 of the Special Provisions. The required Contractor's insurance coverage may exceed the normal amount of coverage the Contractor carries. The intent of this Special Specification is to provide a bid item for the Contractor's additional cost associated with the requirement that the Owner and Engineer be included as additional insured parties.

I-2. REQUIREMENTS. The Contractor will be required to furnish documentation of the Contractor's normal insurance coverage and related costs and documentation of the additional costs for the Contractor to provide the required insurance coverage.

The length of the Contractor's insurance policy may not cover the entire construction period; therefore, the cost may have to be estimated for the project duration.

I-3. METHOD OF MEASUREMENT. Measurement of the Item "Insurance" as specified herein will be by the "Lump Sum" as the work progresses.

I-4. BASIS OF PAYMENT. The payment will be made at the lump sum bid for insurance upon receipt of documentation of amount paid by the Contractor for required insurance. Any amounts in the lump sum bid item in excess of actual payments for insurance shall be paid at substantial completion of project.

Payment will be made under:

ITEM NO.	PAY ITEM	PAY UNIT
I-3.2	Additional Insurance Premium	Lump Sum

ENGINEERING AND DESIGN SPECIFICATIONS

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 LIGHTING IMPROVEMENTS**

**A.I.P Project No. 3-28-0031-0029-2021
for the
CITY OF HATTIESBURG**

ARE Consultants, Inc.
P.O. Box 38252
Shreveport, LA 71133
(318) 222-8252

GENERAL PROVISIONS

SECTION 10: DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time

adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-24 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-25 LABORATORY. The official testing laboratories of the owner or such other laboratories as may be designated by the Engineer.

10-26 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-27 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-28 MATERIALS. Any substance specified for use in the construction of the contract work.

10-29 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-30 OWNER (SPONSOR). The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term sponsor shall have the same meaning as the term owner.

10-31 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-32 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-33 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-34 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-35 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-36 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-37 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the owner.

10-38 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-39 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-40 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; under drains; electrical ducts, manholes, hand holes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-41 SUBGRADE. The soil which forms the pavement foundation.

10-42 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-43 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-44 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the owner by the Contractor.

10-45 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-46 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-47 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

CLARIFICATIONS TO SECTION 20

The provisions of this specification shall be applicable except as modified as follows:

All instances of "State Highway Division" change to read "Mississippi Department of Transportation and Development - Aviation Division."

SECTION 20: REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). See Section A.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the owner.

20-03 CONTENTS OF PROPOSAL FORMS. The owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a.** Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
- c.** Contractor default under previous contracts with the owner.
- d.** Unsatisfactory work on previous contracts with the owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only

as a basis for comparison of proposals and the award of the contract. The owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the owner, or if the owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the owner.

The owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the owner.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.
- c.** If the bidder is considered to be in default for any reason specified in the subsection titled **ISSUANCE OF PROPOSAL FORMS** of this section.

END OF SECTION 20

SECTION 30: AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS** of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled **DISQUALIFICATION OF BIDDERS** of Section 20.

In addition, until the award of a contract is made, the owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the owner.

30-03 CANCELLATION OF AWARD. The owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the owner in accordance with the subsection titled **APPROVAL OF CONTRACT** of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the owner has made a comparison of bids as hereinbefore specified in the subsection titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the owner receives the contracts bonds as specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the owner a surety bond or bonds which have been

fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the owner.

END OF SECTION 30

SECTION 40: SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation here-in-before specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Engineer may, in the owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled **PAYMENT FOR OMITTED ITEMS** of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in the owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of Section 90.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as here-in-before defined in the subsection titled **SUPPLEMENTAL AGREEMENT** of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS** in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled **RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK** of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the owner when so utilized in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for his/her own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the

contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

SECTION 50: CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the owner, he will advise the owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will product results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the owner may be ordered removed and replaced at the Contractor's expense unless the owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not form to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled **CONFORMITY WITH PLANS AND SPECIFICATIONS** of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled **CONTRACTOR'S RESPONSIBILITY FOR WORK** of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or sub-grade previously constructed, the Contractor shall maintain the previous course or sub-grade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled **MAINTENANCE DURING CONSTRUCTION** of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the

Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60: CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the owner. Samples will be taken by a qualified representative of the owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an “or equal” material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER'S FIELD OFFICE AND LABORATORY. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to

facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such owner-furnished material. The owner will deduct from any monies due or to become due the Contractor any cost incurred by the owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

END OF SECTION 60

SECTION 70: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the owner, such authorized work (by others) is indicated as follows:

N/A

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the

Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. Not Applicable.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled **MAINTENANCE OF TRAFFIC** of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled **LIMITATION OF OPERATIONS** of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the owner for such purpose may be retained for the use of the owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the owner as described below:

Open runway or taxiway rehabilitation after 30 calendar days from start of project.

Upon completion of any portion of the work listed above, such portion shall be accepted by the owner in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the owner shall be repaired by the Contractor at his/her expense.

The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled **PARTIAL ACCEPTANCE** of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

Willmut Gas Company
315 South Main Street; P.O. Box 1649
Hattiesburg, MS 39403
(601) 544-6001

It is understood and agreed that the owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be

shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled **RESTORATION OF SURFACES DISTURBED BY OTHERS** of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice herein above provided shall be cause for the Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-16 FURNISHING RIGHTS-OF-WAY. The owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the owner either personally or as an official of the owner. It is understood that in such matters they act solely as agents and representatives of the owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or estop the owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the owner be precluded or estopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled **EXTRA WORK** of Section 40 and the subsection titled **PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK** of

Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of Section 80.

END OF SECTION 70

SECTION 80: PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the owner, and shall be consummated only on the written approval of the owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the

necessary temporary marking and associated lighting is in place as provided in the subsection titled **BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS** of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided. The following AIR OPERATIONS AREA (AOA) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

N/A

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of

payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

CONTRACT TIME based on CALENDAR DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled **FINAL ACCEPTANCE** of Section 50.
- (5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled **INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES** of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled **DETERMINATION AND EXTENSION OF CONTRACT TIME** of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the owner should the Contractor fail to complete the work in the time provided in his/her contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed.
- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the prosecution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. **No claims or loss of anticipated profits shall be considered.**

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

END OF SECTION 80

SECTION 90: MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, under drains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram). Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term lump sum when used as an item of payment will mean complete payment for the work described in the contract.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK** of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of

1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales “overweighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "under weighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled **NO WAIVER OF LEGAL RIGHTS** of Section 70.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so

far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled **OMITTED ITEMS** of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled **EXTRA WORK** of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

- a. **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- b. **Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.
- c. **Statement.** No payment will be made for work performed on a force account

basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman..
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (3) Quantities of materials, prices, and extensions.
- (4) Transportation of materials.
- (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled **PAYMENT FOR MATERIALS ON HAND** of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled **PAYMENT OF WITHHELD FUNDS** of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at his/her discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled **ACCEPTANCE AND FINAL PAYMENT** of this section.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the owner as a claim in accordance with the subsection titled **CLAIMS FOR ADJUSTMENT AND DISPUTES** of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled **CLAIMS FOR ADJUSTMENTS AND DISPUTES** of Section 50 or under the provisions of this subsection, such claims will be considered by the owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

SECTION 100: CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 14 calendar days before the pre-construction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a

minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

(1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.

(2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.

(3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.

- (2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. **Staffing Levels.** The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification paragraph requiring submittal; and
- e. Scheduled date of submittal.

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);
- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description;
- (2) Compliance with approved submittals;
- (3) Proper storage of materials and equipment;
- (4) Proper operation of all equipment;
- (5) Adherence to plans and technical specifications;
- (6) Review of quality control tests; and
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description;

- (2) Test designation;
- (3) Location;
- (4) Date of test;
- (5) Control requirements;
- (6) Test results;
- (7) Causes for rejection;
- (8) Recommended remedial actions; and
- (9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- (2) Order the Contractor to stop operations until appropriate corrective actions is taken.

END OF SECTION 100

DESIGN SPECIFICATIONS

for

**HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 LIGHTING IMPROVEMENTS**

**A.I.P Project No. 3-28-0031-0029-2021
for the
CITY OF HATTIESBURG**

ITEM P-152: EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical section(s) shown on the plans.

152-1.2 CLASSIFICATION. All material excavated shall be classified as defined below:

a. Unclassified Excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature, which is not otherwise classified and paid for under the following items.

b. Rock Excavation. Rock excavation shall include all solid rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or using rippers. All boulders containing a volume of more than cubic yard will be classified as rock excavation.

c. Muck Excavation. Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials which will decay or produce subsidence in the embankment. It may be made up of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.

d. Drainage Excavation. Drainage excavation shall consist of all excavation made for the primary purpose of drainage and includes drainage ditches, such as intercepting, inlet or outlet; temporary levee construction; or any other type as shown on the plans.

e. Borrow Excavation. Borrow excavation shall consist of approved material required for the construction of embankment or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas outside the limits of the airport property. The material will be A-4 or better with a P.I. of not greater than 12.

152-1.3 Unsuitable Excavation. Any material containing vegetable or organic matter (muck, peat, organic silt, or sod) shall be considered unsuitable for use in embankment construction. Material, approved by the Engineer as suitable to support vegetation, may be used on the embankment slope.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be completely cleared.

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the plans. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the airport, unless specified on the plans or approved by the Engineer.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued. At the direction of the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the pavement areas in which the top layer of soil material has become compacted, by hauling or other activities of the Contractor shall be scarified and disced to a depth of 4 inches, in order to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor shall, at his/her own expense, satisfactorily repair or pay the cost of all damage to such facilities or structures which may result from any of the Contractor's operations during the period of the contract.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the Engineer has obtained elevations and measurements of the ground surface. All suitable excavated material shall be used in the formation of embankment, sub-grade, or for other purposes shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed of as directed. When the volume of excavation is not sufficient for constructing the fill to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the work.

a. Selective Grading. When selective grading is indicated on the plans, the more suitable material as designated by the Engineer shall be used in constructing the embankment or in capping the pavement sub-grade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas so that it can be measured for payment for re-handling as specified in paragraph 3.3.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, sub-grades, roads, shoulders, or any areas intended for turfing shall be excavated to a minimum depth of 12 inches, or to the depth specified by the Engineer, below the sub-grade. Muck, peat, matted roots, or other yielding material, unsatisfactory for sub-grade foundation, shall be removed to the depth specified. Unsuitable materials shall be

disposed of at locations shown on the plans. The excavated area shall be refilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary refilling will constitute a part of the embankment. Where rock cuts are made and refilled with selected material, any pockets created in the rock surface shall be drained in accordance with the details shown on the plans.

c. Overbreak. Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his/her decision shall be final. All overbreak shall be graded or removed by the Contractor and disposed of as directed; however, payment will not be made for the removal and disposal of overbreak which the Engineer determines as avoidable. Unavoidable overbreak will be classified as "Unclassified Excavation."

d. Removal of Utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by someone other than the Contractor, e.g., the utility unless otherwise shown on the plans. All existing foundations shall be excavated for at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed. All foundations thus excavated shall be backfilled with suitable material and compacted as specified herein.

e. Compaction Requirements. The sub-grade under areas to be paved shall be compacted to a depth of 6" and to a density of not less than 95 percent of the maximum density as determined by ASTM D 698.

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in top 6 inches of the sub-grade. The finished grading operations, conforming to the typical cross section, shall be completed and maintained at least 1,000 feet (300 m) ahead of the paving operations or as directed by the Engineer.

In cuts, all loose or protruding rocks on the back slopes shall be barred loose or otherwise removed to line of finished grade of slope. All cut-and-fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown on the plans or as directed by the Engineer. Blasting will be permitted only when proper precautions are taken for the safety of all persons, the work, and the property. All damage done to the work or property shall be repaired at the Contractor's expense. All operations of the Contractor in connection with the transportation, storage, and use of explosives shall conform to all state and local regulations and explosive manufacturers' instructions, with applicable approved permits reviewed by the Engineer. Any approval given, however, will not relieve the Contractor of his/her responsibility in blasting operations.

Where blasting is approved, the Contractor shall employ a vibration consultant, approved by the Engineer, to advise on explosive charge weights per delay and to analyze records from seismograph recordings. The seismograph shall be capable of producing a permanent record of the three components of the motion in terms of particle velocity, and in addition shall be capable of internal dynamic calibration.

In each distinct blasting area, where pertinent factors affecting blast vibrations and their effects in the area remain the same, the Contractor shall submit a blasting plan of the initial blasts to the Engineer for approval. This plan must consist of hole size, depth, spacing, burden, type of explosives, type of delay sequence, maximum amount of explosive on any one delay period, depth of rock, and depth of overburden if any. The maximum explosive charge weights per delay included in the plan shall not be increased without the approval of the engineering.

The Contractor shall keep a record of each blast fired - its date, time and location; the amount of explosives used, maximum explosive charge weight per delay period, and, where necessary, seismograph records identified by instrument number and location.

These records shall be made available to the Engineer on a monthly basis or in tabulated form at other times as required.

152-2.3 BORROW EXCAVATION. When borrow sources are outside the boundaries of the airport property, it shall be the Contractor's responsibility to locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer; at least 15 days prior to beginning the excavation, so necessary measurements and tests can be made. All unsuitable material shall be disposed of by the Contractor. All borrow pits shall be opened up to expose the vertical face of various strata of acceptable material to enable obtaining a uniform product. Borrow pits shall be excavated to regular lines to permit accurate measurements, and they shall be drained and left in a neat, presentable condition with all slopes dressed uniformly.

152-2.4 DRAINAGE EXCAVATION. Drainage excavation shall consist of excavating for drainage ditches such as intercepting; inlet or outlet, for temporary levee construction; or for any other type as designed or as shown on the plans. The work shall be performed in the proper sequence with the other construction. All satisfactory material shall be placed in fills; unsuitable material shall be placed in waste areas or as directed. Intercepting ditches shall be constructed prior to starting adjacent excavation operations. All necessary work shall be performed to secure a finish true to line, elevation, and cross section.

The Contractor shall maintain ditches constructed on the project to the required cross section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 PREPARATION OF EMBANKMENT AREA. Where an embankment is to be constructed to a height of 4 feet or less, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 6 inches. This area shall then be compacted as indicated in paragraph 2.6. When the height of fill is greater than 4 feet, sod not required to be removed shall be thoroughly disced and re-compacted to the density of the surrounding ground before construction of embankment. Where embankments are to be placed on natural slopes steeper than 3 to 1, horizontal benches shall be constructed as shown on the plans.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.6 FORMATION OF EMBANKMENTS. Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross section, unless otherwise approved by the Engineer.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a soil structure as shown on the typical cross section or as directed. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory conditions of the field. The Contractor shall drag, blade, or slope the embankment to provide proper surface drainage.

The material in the layer shall be within ± 2 percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve a uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density for non-cohesive soils, and 90 percent of maximum density for cohesive soils as determined by ASTM 0698. Under all areas to be paved, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM 698.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches.

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167.

Compaction areas shall be kept separate, and no layer shall be covered by another until the proper density is obtained.

During construction of the embankment, the Contractor shall route his/her equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay, or other chunky soil material will be broken up into small particles and become incorporated with the other material in the layer.

In the construction of embankments, layer placement shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 4 inches in their greatest dimensions will not be allowed in the top 6 inches of the sub-grade. Rock fill shall be brought up in layers as specified or as directed and every effort shall be exerted to fill the voids with the finer material forming a dense, compact mass. Rock or boulders shall not be disposed of outside the excavation or embankment areas, except at places and in the manner designated by the Engineer.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of rock. These type lifts shall not be constructed above an elevation 4 feet below the finished sub-grade. Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with specified methods.

Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. There will be no separate measurement of payment for compacted embankment, and all costs incidental to placing in layers, compacting, discing, watering, mixing, sloping, and other necessary operations for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.7 FINISHING AND PROTECTION OF SUBGRADE. After the sub-grade has been substantially completed the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted sub-grade shaped to the lines and grades shown on the plans.

Grading of the sub-grade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the sub-grade from damage. He/she shall limit hauling over the finished sub-grade to that which is essential for construction purposes.

All ruts or rough places that develop in a completed sub-grade shall be smoothed and re-compacted.

No sub-base, base, or surface course shall be placed on the sub-grade until the sub-grade has been approved by the Engineer.

152-2.8 HAUL. All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

152-2.9 TOLERANCES. In those areas upon which a sub-base or base course is to be placed, the top of the sub-grade shall be of such smoothness that, when tested with a 16-foot (4.8 m) straightedge applied parallel and at right angles to the centerline, it shall not show any deviation

in excess of 1/2-inch, or shall not be more than 0.05-foot (.015 m) from true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and re-compacting by sprinkling and rolling.

On safety areas, intermediate and other designated areas, the surface shall be of such smoothness that it will not vary more than 0.10 foot (0.03 m) from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.10 TOPSOIL. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its proper and final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall not be placed within 250 feet of runway pavement or 125 feet of taxiway pavement and shall not be placed on areas which subsequently will require any excavation or embankment. If, in the judgment of the Engineer, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as directed, or as required in Item T-905.

No direct payment will be made for topsoil as such under Item P-152. The quantity removed and placed directly or stockpiled shall be paid for at the contract unit price per cubic yard for Unclassified Excavation.

When stockpiling of topsoil and later re-handling of such material is directed by the Engineer, the material so re-handled shall be paid for at the contract unit price per cubic yard for Embankment in Place.

METHOD OF MEASUREMENT

152-3.1 The quantity of excavation to be paid for shall be the number of cubic yards measured in its original position. The quantity for excavation – pavement removal will be that which is represented in the plans.

Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.2 For payment specified by the cubic yard, measurement for all excavation or embankment shall be computed by the average end area method. The end area is that bound by the original ground line established by field cross sections and the final theoretical pay line established by excavation or embankment cross sections shown on the plans, subject to verification by the Engineer. After completion of all excavation or embankment operations and prior to the placing of base or subbase material, the final excavation or embankment shall be verified by the Engineer by means of field cross sections taken randomly at intervals not exceeding 500 linear feet.

BASIS OF PAYMENT

152-4.1 For ``Unclassified excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 For ``Embankment in Place" payment shall be made at No Direct Pay. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1	Unclassified Excavation—per cubic yard
Item P-152-4.2	Embankment in Place—No Direct Pay

TESTING REQUIREMENTS

ASTM D 698	Test for Moisture Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-pound Rammer and 12-inch Drop
ASTM D 1556	Test for Density of Soil in Place by the Sand-Cone Method
ASTM D 1557	Test for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 10-pound Rammer and 18-inch Drop
ASTM D 2167	Test for Density and Unit Weight of Soil in Place by the Rubber Balloon Method

END ITEM P-152

ITEM P-209 CRUSHED AGGREGATE BASE COURSE

DESCRIPTION

209-1.1 This item consists of a base course composed of crushed aggregates constructed on a prepared course in accordance with these specifications and in conformity to the dimensions and typical cross sections shown on the plans.

MATERIALS

209-2.1 AGGREGATE. Aggregates shall consist of clean, sound, durable particles of crushed stone, crushed gravel, or crushed slag and shall be free from coatings of clay, silt, vegetable matter, and other objectionable materials and shall contain no clay balls. Fine aggregate passing the No. 4 (4.75 mm) sieve shall consist of fines from the operation of crushing the coarse aggregate. If necessary, fine aggregate may be added to produce the correct gradation. The fine aggregate shall be produced by crushing stone, gravel, or slag that meet the requirements for wear and soundness specified for coarse aggregate.

The crushed slag shall be an air-cooled, blast furnace slag and shall have a unit weight of not less than 70 pounds per cubic foot (1.12 Mg/cubic meter) when tested in accordance with ASTM C 29.

The crushed aggregate portion which is retained on the No. 4 (4.75 mm) sieve shall contain not more than 15 percent, by weight, of flat or elongated pieces as defined in ASTM D 693 and shall have at least 90 percent by weight of particles with at least two fractured faces and 100 percent with at least one fractured face. The area of each face shall be equal to at least 75 percent of the smallest midsectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 to count as two fractured faces.

The percentage of wear shall not be greater than 45 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 12 percent, after 5 cycles, when tested in accordance with ASTM C 88.

The fraction passing the No. 40 (0.42 mm) sieve shall have a liquid limit no greater than 25 and a plasticity index of not more than 4 when tested in accordance with ASTM D 4318. The fine aggregate shall have a minimum sand equivalent value of 35 when tested in accordance with ASTM D 2419.

a. Sampling and Testing. Aggregates for preliminary testing shall be furnished by the Contractor prior to the start of production. All tests for initial aggregate submittals necessary to determine compliance with the specification requirements will be made by the Engineer at no expense to the Contractor.

Samples of aggregates shall be furnished by the Contractor at the start of production and at intervals during production. The sampling points and intervals will be designated by the

Engineer. The samples will be the basis of approval of specific lots of aggregates from the standpoint of the quality requirements of this section.

In lieu of testing, the Engineer may accept certified state test results indicating that the aggregate meets specification requirements.

Samples of aggregates to check gradation shall be taken by the Engineer at least once daily. Sampling shall be in accordance with ASTM D 75, and testing shall be in accordance with ASTM C 136 and ASTM C 117.

b. Gradation Requirements. The gradation (job mix) of the final mixture shall fall within the design range indicated in Table 1, when tested in accordance with ASTM C 117 and ASTM C 136. The final gradation shall be continuously well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on an adjacent sieve or vice versa.

TABLE 1. REQUIREMENTS FOR GRADATION OF AGGREGATE \1

Sieve Size	Design Range Percentage by Weight Passing Sieves	Job Mix Tolerances Percent
2 in (50.0 mm)	100	0
1-1/2 (37.0 mm)	95-100	+/- 5
1 in (25.0 mm)	70-95	+/- 8
3/4 in (19.0 mm)	55-85	+/- 8
No. 4 (4.75 mm)	30-60	+/- 8
No. 30 (0.60 mm)	12-30	+/- 5
No. 200 (0.075 mm)	0-8	+/- 3

\1\ Where environmental conditions (temperature and availability of free moisture) indicate potential damage due to frost action, the maximum percent of material, by weight, of particles smaller than 0.02 mm shall be 3 percent. It also may be necessary to have a lower percentage of material passing the No. 200 sieve to help control the percentage of particles smaller than 0.02 mm.

The job mix tolerances in Table 1 shall be applied to the job mix gradation to establish a job control grading band. The full tolerance still will apply if application of the tolerances results in a job control grading band outside the design range.

The fraction of the final mixture that passes the No. 200 (0.075 mm) sieve shall not exceed 60 percent of the fraction passing the No. 30 (0.60 mm) sieve.

CONSTRUCTION METHODS

209-3.1 PREPARING UNDERLYING COURSE. The underlying course shall be checked and accepted by the Engineer before placing and spreading operations are started. Any ruts or soft yielding places caused by improper drainage conditions, hauling, or any other cause shall be

corrected at the Contractor's expense before the base course is placed thereon. Material shall not be placed on frozen subgrade.

209-3.2 MIXING. The aggregate shall be uniformly blended during crushing operations or mixed in a plant. The plant shall blend and mix the materials to meet the specifications and to secure the proper moisture content for compaction.

209-3.3 PLACING. The crushed aggregate base material shall be placed on the moistened subgrade in layers of uniform thickness with a mechanical spreader.

The maximum depth of a compacted layer shall be 6 inches (150 mm). If the total depth of the compacted material is more than 6 inches (150 mm), it shall be constructed in two or more layers. In multi-layer construction, the base course shall be placed in approximately equal-depth layers.

The previously constructed layer should be cleaned of loose and foreign material prior to placing the next layer. The surface of the compacted material shall be kept moist until covered with the next layer.

209-3.4 COMPACTION. Immediately upon completion of the spreading operations, the crushed aggregate shall be thoroughly compacted. The number, type, and weight of rollers shall be sufficient to compact the material to the required density.

The moisture content of the material during placing operations shall not be below, nor more than 1-½ percentage points above, the optimum moisture content as determined by ASTM D 1557.

209-3.5 ACCEPTANCE SAMPLING AND TESTING FOR DENSITY. Aggregate base course shall be accepted for density on a lot basis. A lot will consist of one day's production where it is not expected to exceed 2400 square yards (2000 square meters). A lot will consist of one-half day's production where a day's production is expected to consist of between 2400 and 4800 square yards (2000 and 4000 square meters).

Each lot shall be divided into two equal sublots. One test shall be made for each subplot. Sampling locations will be determined by the Engineer on a random basis in accordance with statistical procedures contained in ASTM D 3665.

Each lot shall be divided into two equal sublots. One test shall be made for each subplot. Sampling locations will be determined by the Engineer on a random basis in accordance with statistical procedures contained in ASTM D 3665.

Each lot will be accepted for density when the field density is at least 100 percent of the maximum density of laboratory specimens prepared from samples of the base course material delivered to the job site. The specimens shall be compacted and tested in accordance with ASTM D 1557. The in-place field density shall be determined in accordance with ASTM D 1556 or D 2167. If the specified density is not attained, the entire lot shall be reworked and/or

recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached.

In lieu of the core method of field density determination, acceptance testing may be accomplished using a nuclear gage in accordance with ASTM D 2922. The gage should be field calibrated in accordance with paragraph 4 of ASTM D 2922. Calibration tests shall be conducted on the first lot of material placed that meets the density requirements.

Use of ASTM D 2922 results in a wet unit weight, and when using this method, ASTM D 3017 shall be used to determine the moisture content of the material. The calibration curve furnished with the moisture gages shall be checked as described in paragraph 7 of ASTM D 3017. The calibration checks of both the density and moisture gages shall be made at the beginning of a job and at intervals as determined by the Engineer.

If a nuclear gage is used for density determination, two random readings shall be made for each subplot.

209-3.6 FINISHING. The surface of the aggregate base course shall be finished by blading or with automated equipment especially designed for this purpose.

In no case will the addition of thin layers of material be added to the top layer of base course to meet grade. If the elevation of the top layer is 1/2 inch (12 mm) or more below grade, the top layer of base shall be scarified to a depth of at least 3 inches (75 mm), new material added, and the layer shall be blended and recompacted to bring it to grade. If the finished surface is above plan grade, it shall be cut back to grade and rerolled.

209-3.7 SURFACE TOLERANCES. The finished surface shall not vary more than 3/8 inch (9 mm) when tested with a 16-foot (4.8 m) straightedge applied parallel with or at right angles to the centerline. Any deviation in excess of this amount shall be corrected by the Contractor at the Contractor's expense.

209-3.8 THICKNESS CONTROL. The completed thickness of the base course shall be within 1/2 inch (12 mm) of the design thickness. Four determinations of thickness shall be made for each lot of material placed. The lot size shall be consistent with that specified in paragraph 3.5. Each lot shall be divided into four equal sublots. One test shall be made for each subplot. Sampling locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Where the thickness is deficient by more than 1/2 inch (12 mm), the Contractor shall correct such areas at no additional cost by excavating to the required depth and replacing with new material. Additional test holes may be required to identify the limits of deficient areas.

209-3.9 MAINTENANCE. The base course shall be maintained in a condition that will meet all specification requirements until the work is accepted. Equipment used in the construction of an adjoining section may be routed over completed portions of the base course, provided no damage results and provided that the equipment is routed over the full width of the base course to avoid rutting or uneven compaction.

METHOD OF MEASUREMENT

209-4.1. The quantity of crushed aggregate base course to be paid for will be determined by measurement of the number of cubic yards of material actually constructed and accepted by the Engineer as complying with the plans and specifications.

BASIS OF PAYMENT

209-5.1. Payment shall be made at the contract unit price per cubic yard for crushed aggregate base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-209 Crushed Aggregate Base Course—per cubic yard.

TESTING REQUIREMENTS

ASTM C 29	Unit Weight of Aggregate
ASTM C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Materials Finer than 75µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	Resistance to Degradation of Small-Size Coarse Aggregate by abrasion and impact in the Los Angeles Machine
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	Sampling Aggregate
ASTM D 693	Crushed Aggregate for Macadam Pavements
ASTM D 698	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in (305mm) Drop
ASTM D 1556	Density of Soil in Place by the Sand-Cone Method
ASTM D 1557	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb Rammer and 18 in Drop
ASTM D 2167	Density and Unit Weight of Soil in Place by the Rubber Balloon

	Method
ASTM D 2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 2922	Density of Soil and Soil-Aggregate in Place by Nuclear Methods
ASTM D 3017	Water Content of Soil and Rock in Place by Nuclear Methods
ASTM D 3665	Random Sampling of Construction Materials
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils

END ITEM P-209

ITEM P-610 STRUCTURAL PORTLAND CEMENT CONCRETE

DESCRIPTION

610-1.1 This item shall consist of **reinforced** structural portland cement concrete, prepared and constructed in accordance with these specifications, at the locations and of the form and dimensions shown on the plans.

MATERIALS

610-2.1 GENERAL. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. They may be subjected to inspection and tests at any time during the progress of their preparation or use. The source of supply of each of the materials shall be approved by the Engineer before delivery or use is started. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to insure the preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed therein.

In no case shall the use of pit-run or naturally mixed aggregates be permitted. Naturally mixed aggregate shall be screened and washed, and all fine and coarse aggregates shall be stored separately and kept clean. The mixing of different kinds of aggregates from different sources in one storage pile or alternating batches of different aggregates will not be permitted.

Aggregates shall be tested for deleterious reactivity with alkalis in the cement that may cause excessive expansion of the concrete. Acceptance of aggregates shall be based upon satisfactory evidence furnished by the Contractor that the aggregates, combined with other mixture constituents, do not produce excessive expansion in the concrete. This evidence shall include service records of concrete of comparable properties under similar conditions or exposure and certified records of tests by a testing laboratory that meets the requirements of ASTM C 1077. Tests shall be made in accordance with ASTM C 1260. Test specimens shall be produced using all components (e.g. coarse aggregate, fine aggregate, cement and fly ash...) to be included in the produced concrete. If the mean expansion of the test specimens, tested in accordance with ASTM C 1260, does not exceed 0.10 % at 16 days from casting the aggregates shall be accepted. If the mean expansion at 16 days is greater than 0.10% but less than 0.15%, the aggregate may be accepted based upon satisfactory service records and acceptance of the aggregate by a State Highway Department specifically addressing Alkali-Silica Reactivity. If the expansion is greater than 0.15%, the aggregate shall not be accepted for use.

610-2.2 COARSE AGGREGATE. The coarse aggregate for concrete shall meet the requirements of ASTM C 33. Crushed stone aggregate shall have a durability factor, as determined by ASTM C 666, greater than or equal to 95. The Engineer may consider and reserve final approval of other State classification procedures addressing aggregate durability.

Coarse aggregate shall be well graded from coarse to fine and shall meet one of the gradations shown in Table 1, using ASTM C 136.

610-2.3 FINE AGGREGATE. The fine aggregate for concrete shall meet the requirements of ASTM C 33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of Table 2 when tested in accordance with ASTM C 136:

TABLE 1. GRADATION FOR COARSE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves						
	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No.4
No. 4 to 3/4 in. (4.75-19.0 mm)			100	90-100		20-55	0-10
No. 4 to 1 in. (4.75-25.0 mm)		100	90-100		25-60		0-10
No. 4 to 1-1/2 in. (4.75-38.1 mm)	100	95-100		35-70		10-30	0-5

TABLE 2. GRADATION FOR FINE AGGREGATE

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 16 (1.18 mm)	45-80
No. 30 (0.60 mm)	25-55
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

Blending will be permitted, if necessary, in order to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, provided that such deficiency does not exceed 5% and is remedied by the addition of pozzolanic or cementitious materials other than portland cement, as specified in 610-2.6 on admixtures, in sufficient quantity to produce the required workability as approved by the Engineer.

610-2.4 CEMENT.

The Contractor shall furnish vendors' certified test reports for each carload, or equivalent, of cement shipped to the project. The report shall be delivered to the Engineer before permission to use the cement is granted. All such test reports shall be subject to verification by testing sample materials received for use on the project.

610-2.5 WATER. The water used in concrete shall be free from sewage, oil, acid, strong alkalis, vegetable matter, and clay and loam. If the water is of questionable quality, it shall be tested in accordance with AASHTO T 26.

610-2.6 ADMIXTURES. The use of any material added to the concrete mix shall be approved by the Engineer. Before approval of any material, the Contractor shall be required to submit the results of complete physical and chemical analyses made by an acceptable testing laboratory. Subsequent tests shall be made of samples taken by the Engineer from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

Pozzolanic admixtures shall be fly ash or raw or calcined natural pozzolons meeting the requirements of ASTM C 618.

Air-entraining admixtures shall meet the requirements of ASTM C 260. Air-entraining admixtures shall be added at the mixer in the amount necessary to produce the specified air content.

Water-reducing, set-controlling admixtures shall meet the requirements of ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding. Water-reducing admixtures shall be added at the mixer separately from air-entraining admixtures in accordance with the manufacturer's printed instructions.

610-2.7 PREMOLDED JOINT MATERIAL. Premolded joint material for expansion joints shall meet the requirements of ASTM D 1751.

610-2.8 JOINT FILLER. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified in the proposal.

610-2.9 STEEL REINFORCEMENT. Reinforcing shall consist of deformed bars..

Welded Steel Wire Fabric	ASTM A 185
Welded Deformed Steel Fabric	ASTM A 497
Bar Mats	ASTM A 184 or A 704

610-2.10 COVER MATERIALS FOR CURING. Curing materials shall conform to one of the following specifications:

Waterproof paper for curing concrete	ASTM C 171
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Polyethylene Sheeting for Curing Concrete	ASTM C 171
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C 309, Type 2

CONSTRUCTION METHODS

610-3.1 GENERAL. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified herein. All machinery and equipment owned or controlled by the Contractor, which he proposes to use on the work, shall be of sufficient size to meet the requirements of the work, and shall be such as to produce satisfactory work; all work shall be subject to the inspection and approval of the Engineer.

610-3.2 CONCRETE COMPOSITION. The concrete shall develop a compressive strength of **4200** psi in 28 days as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The concrete shall contain not less than 470 pounds of cement per cubic yard (280 kg per cubic meter). The concrete shall contain 5 percent of entrained air, plus or minus 1 percent, as determined by ASTM C 231 and shall have a slump of not more than 4 inches (10 cm) as determined by ASTM C 143.

610-3.3 ACCEPTANCE SAMPLING AND TESTING. Concrete for each structure will be accepted on the basis of the compressive strength specified in paragraph 3.2. The concrete shall be sampled in accordance with ASTM C 172. Compressive strength specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39.

Concrete cylindrical test specimens shall be made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The Contractor shall cure and store the test specimens under such conditions as directed. The Engineer will make the actual tests on the specimens at no expense to the contractor.

610-3.4 PROPORTIONING AND MEASURING DEVICES. When package cement is used, the quantity for each batch shall be equal to one or more whole sacks of cement. The aggregates shall be measured separately by weight. If aggregates are delivered to the mixer in batch trucks, the exact amount for each mixer charge shall be contained in each batch compartment. Weighing boxes or hoppers shall be approved by the Engineer and shall provide means of regulating the flow of aggregates into the batch box so that the required and exact weight of aggregates can be readily obtained.

610-3.5 CONSISTENCY. The consistency of the concrete shall be checked by the slump test specified in ASTM C 143.

610-3.6 MIXING. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.

610-3.7 MIXING CONDITIONS. The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without permission of the Engineer. If permission is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his/her expense.

Retempering of concrete by adding water or any other material shall not be permitted.

The delivery of concrete to the job shall be in such a manner that batches of concrete will be deposited at uninterrupted intervals.

610-3.8 FORMS. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the Engineer. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as designed on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The Contractor shall bear responsibility for their adequacy. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes.

The internal ties shall be arranged so that, when the forms are removed, no metal will show in the concrete surface or discolor the surface when exposed to weathering. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied shortly before the concrete is placed. Forms shall be constructed so that they can be removed without injuring the concrete or concrete surface. The forms shall not be removed before the expiration of at least 30 hours from vertical faces, walls, slender columns, and similar structures; forms supported by falsework under slabs, beams, girders, arches, and similar construction shall not be removed until tests indicate that at least 60% of the design strength of the concrete has developed.

610-3.9 PLACING REINFORCEMENT. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concreting. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.10 EMBEDDED ITEMS. Before placing concrete, any items that are to be embedded shall be firmly and securely fastened in place as indicated. All such items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The embedding of wood shall be avoided. The concrete shall be spaded and consolidated around and against embedded items.

610-3.11 PLACING CONCRETE. All concrete shall be placed during daylight, unless otherwise approved. The concrete shall not be placed until the depth and character of foundation, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved. Concrete shall be placed as soon as practical after mixing and in no case later than 1 hour after water has been added to the mix. The method and manner of placing shall be

such to avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. Dropping the concrete a distance of more than 5 feet (1.5 m), or depositing a large quantity at one point, will not be permitted. Concrete shall be placed upon clean, damp surfaces, free from running water, or upon properly consolidated soil.

The concrete shall be compacted with suitable mechanical vibrators operating within the concrete. When necessary, vibrating shall be supplemented by hand spading with suitable tools to assure proper and adequate compaction. Vibrators shall be manipulated so as to work the concrete thoroughly around the reinforcement and embedded fixtures and into corners and angles of the forms. The vibration at any joint shall be of sufficient duration to accomplish compaction but shall not be prolonged to the point where segregation occurs. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a closed bottom dump bucket, or other approved method and shall not be disturbed after being deposited.

610-3.12 CONSTRUCTION JOINTS. When the placing of concrete is suspended, necessary provisions shall be made for joining future work before the placed concrete takes its initial set. For the proper bonding of old and new concrete, such provisions shall be made for grooves, steps, keys, dovetails, reinforcing bars or other devices as may be prescribed. The work shall be arranged so that a section begun on any day shall be finished during daylight of the same day. Before depositing new concrete on or against concrete that has hardened, the surface of the hardened concrete shall be cleaned by a heavy steel broom, roughened slightly, wetted, and covered with a neat coating of cement paste or grout.

610-3.13 EXPANSION JOINTS. Expansion joints shall be constructed at such points and of such dimensions as may be indicated on the drawings. The premolded filler shall be cut to the same shape as that of the surfaces being joined. The filler shall be fixed firmly against the surface of the concrete already in place in such manner that it will not be displaced when concrete is deposited against it.

610-3.14 DEFECTIVE WORK. Any defective work discovered after the forms have been removed shall be immediately removed and replaced. If any dimensions are deficient, or if the surface of the concrete is bulged, uneven, or shows honeycomb, which in the opinion of the Engineer cannot be repaired satisfactorily, the entire section shall be removed and replaced at the expense of the Contractor.

610-3.15 SURFACE FINISH. All exposed concrete surfaces shall be true, smooth, and free from open or rough spaces, depressions, or projections. The concrete in horizontal plane surfaces shall be brought flush with the finished top surface at the proper elevation and shall be struck-off with a straightedge and floated. Mortar finishing shall not be permitted, nor shall dry cement or sand-cement mortar be spread over the concrete during the finishing of horizontal plane surfaces.

When directed, the surface finish of exposed concrete shall be a rubbed finish. If forms can be removed while the concrete is still green, the surface shall be pointed and wetted and then rubbed

with a wooden float until all irregularities are removed. If the concrete has hardened before being rubbed, a carborundum stone shall be used to finish the surface. When approved, the finishing can be done with a rubbing machine.

610-3.16 CURING AND PROTECTION. All concrete shall be properly cured and protected by the Contractor. The work shall be protected from the elements, flowing water, and from defacement of any nature during the building operations. The concrete shall be cured as soon as it has sufficiently hardened by covering with an approved material. Water-absorptive coverings shall be thoroughly saturated when placed and kept saturated for a period of at least 3 days. All curing mats or blankets shall be sufficiently weighted or tied down to keep the concrete surface covered and to prevent the surface from being exposed to currents of air. Where wooden forms are used, they shall be kept wet at all times until removed to prevent the opening of joints and drying out of the concrete. Traffic shall not be allowed on concrete surfaces for 7 days after the concrete has been placed.

610-3.17 DRAINS OR DUCTS. Drainage pipes, conduits, and ducts that are to be encased in concrete shall be installed by the Contractor before the concrete is placed. The pipe shall be held rigidly so that it will not be displaced or moved during the placing of the concrete.

610-3.18 COLD WEATHER PROTECTION. When concrete is placed at temperatures below 40°F (4°C), the Contractor shall provide satisfactory methods and means to protect the mix from injury by freezing. The aggregates, or water, or both, shall be heated in order to place the concrete at temperatures between 50°F and 100°F (10°C and 38°C).

Calcium chloride may be incorporated in the mixing water when directed by the Engineer. Not more than 2 pounds (908 grams) of Type 1 nor more than 1.6 pounds (726 grams) of Type 2 shall be added per bag of cement. After the concrete has been placed, the Contractor shall provide sufficient protection such as cover, canvas, framework, heating apparatus, etc., to enclose and protect the structure and maintain the temperature of the mix at not less than 50°F (10°C) until at least 60% of the designed strength has been attained.

610-3.19 FILLING JOINTS. All joints that require filling shall be thoroughly cleaned, and any excess mortar or concrete shall be cut out with proper tools. Joint filling shall not be started until after final curing and shall be done only when the concrete is completely dry. The cleaning and filling shall be carefully done with proper equipment and in a manner to obtain a neat looking joint free from excess filler.

METHOD OF MEASUREMENT

610-4.1 No separate measurement for payment will be made other than core measurements for determining thickness within tolerance specified.

BASIS OF PAYMENT

610-5.1 No separate payment will be made for P-610 Structural Portland Cement Concrete. Payment shall be full compensation for all labor, materials, tools, equipment and incidentals required to complete the work as specified herein and on the drawings.

TESTING REQUIREMENTS

- ASTM C 31 Making and Curing Test Specimens in the Field
- ASTM C 39 Compressive Strength of Cylindrical Concrete Specimens
- ASTM C 136 Sieve Analysis of Fine and Coarse Aggregates
- ASTM C 138 Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
- ASTM C 143 Slump of Hydraulic Cement Concrete
- ASTM C 231 Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C 666 Resistance of Concrete to Rapid Freezing and Thawing
- ASTM C 1077 Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
- ASTM C 1260 Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
- ASTM A 184 Specification for Fabricated Deformed Steel Bar or Rod Mats for Concrete Reinforcement
- ASTM A 185 Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
- ASTM A 497 Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
- ASTM A 615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- ASTM A 704 Welded Steel Plain Bars or Rod Mats for Concrete Reinforcement
- ASTM C 33 Concrete Aggregates
- ASTM C 94 Ready-Mixed Concrete
- ASTM C 150 Portland Cement
- ASTM C 171 Sheet Materials for Curing Concrete

ASTM C 172 Sampling Freshly Mixed Concrete

ASTM C 260 Air-Entraining Admixtures for Concrete

ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C 494 Chemical Admixtures for Concrete

ASTM C 595 Blended Hydraulic Cements

ASTM C 618 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

ASTM D 1751 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

ASTM D 1752 Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

AASHTO T 26 Quality of Water to be Used in Concrete

END ITEM P-610

CLARIFICATIONS TO ITEM T-901: SEEDING

The provisions of this specification shall be applicable except as modified as follows:

901-2.1 SEED. Seeds shall be applied as follows:

Seed	Planting Dates	Minimum Seed Purity (%)	Minimum Seed Germination (%)	Rate of Application (lb. per acre)
Hulled Bermuda	March-Sept.	90	85	30
Unhulled Bermua Crimson Clover (1)	Sept.-Feb.	90	85	20 40

(1) Inoculated prior to planting with proper bacterial culture.

901-2.2 LIME. Lime will not be utilized on this project.

ITEM T-901: SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing and mulching the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

MATERIALS

901-2.1 SEED The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Fed. Spec. JJJ-S-181.

Seed shall be furnished separately or in mixtures in standard containers with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 6 months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed.

Seeds shall be applied as follows:

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb./acre (or lb./1,000 S.F.)
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See Modification Sheet

Seeding shall be performed during the period between January and December inclusive, unless otherwise approved by the Engineer.

901-2.2 LIME. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of []. All liming materials shall conform to the requirements of ASTM C 602.

901-2.3 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified herein, and shall meet the requirements of Fed. Spec. O-F-241 and applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers;
or
- c. A granular or pellet form suitable for application by blower equipment

Fertilizers shall be 8-8-8 commercial fertilizer and shall be spread at the rate of 1000 per acre.

901-2.4 SOIL FOR REPAIRS. The soil for fill and top-soiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris which might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has been recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

However, when the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed

of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall

be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 DRY APPLICATION METHOD.

a. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds. Which have previously been prepared as described above. The lime shall then be worked into the top 3 inches (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate which will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing, and the fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in a mixture, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn-roller, weighting 40-65 pounds per foot (60-97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighting 150-200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying Equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 pounds per square inch (690 kPa). The pump shall be mounted in a line which will re-circulate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (15 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the re-circulating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Brackish water shall not be used at any time. The Contractor shall identify to the Engineer all sources of water at least 2 weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source which is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within 2 hours from the time they were mixed, or they shall be wasted and disposed of at locations acceptable to the Engineer.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (8 cm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray which shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area. Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

Surfaces are to be mulched as indicated by the plans or directed by the Engineer. Seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied, or otherwise damaged following seeding shall be repaired by re-grading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. If at the time when the contract has been otherwise completed it is not possible to make an adequate determination of the color, density, and uniformity of such stand of grass, payment for the unaccepted portions of the areas seeded out of season will be withheld until such time as these requirements have been met.

METHOD OF MEASUREMENT

901-4.1 There will be no separate measurement for seeding on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 For Turfing (Seeding, Fertilizing and Mulching) furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item T-901-5.1 Turfing (Seeding, Fertilizing and Mulching)—No Direct Pay

MATERIAL REQUIREMENTS

ASTM D 977

Emulsified Asphalt

Fed. Spec. JJJ-S-181B

Agricultural Seeds

Fed. Spec. O-F-241D

Commercial Mixed Fertilizer

END ITEM T-901

Item L-108 Underground Power Cable for Airports

DESCRIPTION

108-1.1 This item shall consist of furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when

tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 Cable. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with ethylene propylene insulation, cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824, Type C, 5,000 volts, non-shielded, with ethylene propylene insulation, cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8, and shall be bare copper wire. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be copper. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet long and 3/4 inch in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable. The heat shrinkable

tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes.

b. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable. The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes.

c. The taped or heat-shrink splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 Splicer qualifications. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

108-2.7 Flowable backfill. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

108-2.8 Cable identification tags. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 Tape. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 Electrical coating. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 Existing circuits. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall

record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 Installation in duct banks or conduits. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 Installation of direct-buried cable in trenches. Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 inches (75 mm) vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

a. Trenching. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable and conduit trenches shall be excavated to a minimum depth of 24 inches below finished grade per NEC Table 300.5, except as follows:

- When off the airport or crossing under a roadway or driveway, the minimum depth shall be **60** inches unless otherwise specified.

- Minimum cable and conduit depth under a runway or taxiway, shall be 60 inches unless a greater depth is otherwise specified.

108-3.5 Splicing. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector. The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes.

b. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector. The heat shrinkable tubing for each L-823 connector shall consist of Raychem #ALK-L823 Airport Lighting Splice Kit (or approved equal). Splices permitted only at light fixtures, signs, or junction boxes.

c. Heat-shrink splices. A splice shall be made in the following manner:

Contractor must use 5KV heat shrink factory kits over taped splices if used on project.

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 Bare counterpoise wire installation for lightning protection and grounding. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. Equipotential. The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7.

b. Isolation. Counterpoise size is as shown on the plans. The isolation method is an alternate method for use only with edge lights installed in turf and stabilized soils and raceways installed parallel to and adjacent to the edge of the pavement. NFPA 780 uses 15 feet to define "adjacent to".

The counterpoise conductor shall be installed halfway between the pavement edge and the light base, mounting stake, raceway, or cable being protected.

The counterpoise conductor shall be installed 8 inches minimum below grade. The counterpoise is not connected to the light base or mounting stake. An additional grounding electrode is required at each light base or mounting stake. The grounding electrode is bonded to the light base or mounting stake with a 6 AWG solid copper conductor.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Isolation Method of lightning protection.

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

When a nonmetallic light base is used, the grounding electrode shall be bonded to the metallic light fixture or metallic base plate with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

d. Parallel Voltage Systems. Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.

108-3.7 Counterpoise installation above multiple conduits and duct banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 Counterpoise installation at existing duct banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 Exothermic bonding. Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 Testing. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 50 megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved “repair” procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 Trenching shall be measured by the linear feet of trench, including the excavation, backfill, and restoration, completed, measured as excavated, and accepted as satisfactory. When specified, separate measurement shall be made for trenches of various specified widths.

The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

108-4.3 No separate payment will be made for ground rods

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.2 a.	Underground Cable #8 AWG L-824C 5KV, installed in duct or conduit – per linear foot.
Item L-108-5.3	No. 6 AWG, Solid, Bare Counterpoise Wire, direct buried. Including ground rods, Exothermic welding and ground connectors - per linear foot
Item L-108-5.4	Insulated, #6 AWG safety Ground, Installed with lighting conductors in Duct Bank or Conduit – per linear foot.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program
Commercial Item Description	
A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
ASTM International (ASTM)	
ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes
Mil Spec	
MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive
National Fire Protection Association (NFPA)	
NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems
American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)	
ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
Federal Aviation Administration Standard	
FAA STD-019E	Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment

END OF ITEM L-108

Item L-109 Airport Transformer Vault And Vault Equipment

DESCRIPTION

109-1.1 This item shall consist of all work in a new prefabricated concrete vault building in accordance with the plans and specifications. The work includes the removal and/or relocation of existing equipment and materials from the existing vault or in the field in accordance with the plans and specifications. This work also includes the chain wall concrete foundation for the prefabricated concrete vault, the installation of conduit, duct, wire, cable, lighting, ventilation, air conditioning, wiring devices and boxes, control cable, L-854 radio control equipment, L-828 regulators, S1 cutout panels, S1 plug cutouts, grounding, safety switches, panelboards, breakers, L-821 lighting system control panels, transient voltage surge suppressors, photocells, contactors, enclosures, mechanical and structural work, painting, marking and labeling of equipment with phenolic plastic tags, labeling or tagging of wiring and incidentals necessary to produce a complete system.

This price shall be full compensation for furnishing all materials and for preparation and installation of these materials and for all labor, equipment, tools and incidentals necessary to complete the work.

EQUIPMENT AND MATERIALS

109-2.1 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program.

1. Constant Current Regulators. Regulators shall conform to specifications for L-828 constant current regulators as set forth in FAA advisory circular AC 15015345-10. The regulators shall be true type ferro-resonant, 60 hertz, single phase, and of the kW size, current, voltage, and brightness steps, as indicated on the drawings.

Regulators shall be equipped with:

- i. an integral primary contactor
- ii. a remote/local function switch with REMOTE OFF 10 30 100 positions for three step regulators
- iii. a direct reading output current ammeter.

Control power shall be supplied internally for local control and for remote control. The control system voltage shall be 120 VAC.

Input and output lightning and transient protection shall be provided on all regulators.

2. Connectors. Connectors shall conform to specifications for L-823 Cable connectors as set forth in FAA Advisory Circular AC 15015345-26B.

Connectors for use on 5000 volt cables shall be:

Type 1 - 1 conductor, 25 Amp, 5000 volt.

Class B - Field attached.
Style 3 and 10 - Plug and Receptacle.

Connectors for use on 600 volt cables shall be:
Type 2 - 2 conductor, 20 Amp, 600 volt.
Class B - Field attached.
Style 5 and 12 - For two conductor cable.

3. Radio Control Unit Type L-854 in accordance with the requirements of AC 15015345-49 (latest edition). Frequency shall be 122.900 MHz to match the existing unit in the existing vault building.

b. The prefabricated concrete lighting vault shall be manufactured by the Fibrebond Corporation of Minden, Louisiana or an approved equal. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

CONSTRUCTION OF PREFABRICATED VAULT

109-2.2 PREFABRICATED VAULT BUILDING. The prefabricated vault shall be a commercially available unit as manufactured by Fibrebond Corporation in Minden, Louisiana, or approved equal. The vault shall be Fibrebond Premier Concrete Shelter Construction System sized in accordance with the details shown on the drawings. The basic shelter design shall include monolithic walls, floor, and roof

panels incorporating reinforced concrete construction. Each panel consist of welded rebar mat-reinforced concrete with steel reinforced structural ribs for added strength, and cast-in foam insulation. Each panel-to-panel connection is tripled sealed to insure weather protection with no exterior caulk joints to replace. The vault shall include, but is not limited to the following:

DESIGN OF EXTERIOR ENVIRONMENT CONDITIONS

The vault structure shall be designed to withstand a minimum wind loading of 100 mph with a 1.3 gust factor.

0% - 100% Ambient relative humidity.

EXTERIOR

Exposed aggregate

Mesa Tan Trim

Peaked roof with no overhang

Membrane roofing system

Exterior penetrations

Fire extinguisher with cabinet located at door exit area, in accordance with NFPA 10

Roof loading shall be designed to meet the applicable SBC and other applicable building code requirements.

INTERIOR

Walls covered with white wood grain paneling over 1/2" plywood

Ceiling covered with Modulex ceiling tile over 1/2" plywood

Floor 12" x 12" x 1/6" vinyl tile applied directly to concrete floor

Interior trim package

Floor loading shall be designed to withstand the load shown on the drawings and shall meet the applicable SBC and other applicable building code requirements

MECHANICAL

6' x 7' steel double door with supercore and cast-in steel frame

Door painted to match exterior trim

Non-removable pin ball bearing hinges

Best Mortise lockset with lever handles

Best deadbolt with construction core

Door closers

Door holders

Door pull handles

Magnetic weather-stripping

Door canopy

Rubber door stop

Door sweep

Drip strip over doors

INSULATION

Vault shall be insulated to R-11 minimum

ELECTRICAL

600 amps, single phase, 120/240V, 22 KAIC min., 42-circuit panel board with main breaker and required branch breakers as shown on the drawings.

Surge arrestor, Metal-Oxide

Halo grounding as shown on the drawings
1/4" x 2" x 12" ground bars
Exterior light with photocell as shown on the drawings
Interior LED
Battery powered emergency lighting
Interior and exterior 20 amps duplex receptacles
6" x 6" wireways as shown on the drawings
Rigid conduit, wire, junction boxes and flex conduit as required

HVAC

Wall mounted commercial grade air conditioner with heat strip, sized per vault manufacturer
Supply and return air grills
Thermostat

BUILDING CONFORMANCE

The Prefabricated building shall conform in design, assembly, materials, and performance with the latest requirements of the following applicable standard and codes:

American Society for Testing and Materials (ASTM)
American Concrete Institute (ACT)
American National Standards Institute (ANSI)
National Electrical Code (NEC)
National Fire Protection Association (NFPA)
Standard Building Code (SBC)
Uniform Building Code (CTBC)
National Electrical Manufacturers Association (NEMA)
Illuminating Engineering Society of North America (IES)

STAMPED DRAWINGS

Seven (7) sets of Stamped Shop Drawings shall be provided for Engineer approval prior to placing order for the building. Drawings shall be stamped, signed, and dated by a Mississippi Professional Engineer of which all cost shall be paid by the Contractor.

WARRANTY

The vault manufacturer shall warrant the building to be free from defects in materials and workmanship for a period ending five (5) years after final acceptance of the project. This warranty shall cover the material replacement, labor, and travel expenses. The vault manufacturer shall warrant the building to be free from structural materials defects and workmanship for a period ending ten (10) years after final acceptance of the project.

109-2.5 RIGID STEEL CONDUIT. Rigid steel conduit and fittings shall be in accordance with Underwriters Laboratories Standard 6 and 514.

109-2.6 LIGHTING. Vault light fixtures shall be of a vaporproof type.

109-2.7 OUTLETS. Convenience outlets shall be heavy-duty duplex units designed for industrial service.

109-2.8 SWITCHES. Vault light switches shall be single-pole switches.

109-2.13 GROUND BUS. Ground bus shall be ¼- x 1-inch (6 x 25 mm) minimum copper bus bar mounted on wall standoffs.

109-2.14 SQUARE DUCT. Duct shall be square similar to that manufactured by the Square D Company (or equivalent), or the Trumbull Electric Manufacturing Company (or equivalent). The entire front of the duct on each section shall consist of hinged or removable cover for ready access to the interior. The cross section of the duct shall be not less than **6 x 6 inches** except where otherwise shown in the plans.

109-2.15 GROUND RODS. Ground rods shall be copper or copper-clad of the length and diameter specified in the plans.

109-2.18 FAA-APPROVED EQUIPMENT. Certain items of airport lighting equipment installed in vaults are covered by individual FAA equipment specifications. The specifications are listed below:

AC 150/5345-3 Specification for L-821 Panels for Remote Control of Airport Lighting

AC 150/5345-7 Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits

AC 150/5345-10 Specification for Constant Current Regulators and Regulator Monitors

AC 150/5345-49 Specification L-854, Radio Control Equipment

109-2.19 OTHER ELECTRICAL EQUIPMENT. Constant-current regulators, distribution transformers, oil switches, cutouts, relays, terminal blocks, transfer relays, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers or the National Electrical Manufacturers Association. When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and plans.

109-2.20 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cables for Airport Lighting Circuits, for rubber insulated neoprene-covered wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous-covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Types TW, THW, and THWN, shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

a. Control Circuits. Unless otherwise indicated on the plans, wire shall be not less than No. 12 AWG and shall be insulated for 600 volts. If telephone control cable is specified, No. 19 AWG telephone cable conforming to ICEA S-85-625-1996 specifications shall be used.

b. Power Circuits.

(1) 600 volts maximum-Wire shall be No. 6 AWG or larger and insulated for at least 600 volts.

(2) 3,000 volts maximum-Wire shall be No. 6 AWG or larger and insulated for at least 3,000 volts.

(3) Over 3,000 volts-Wire shall be No. 6 AWG or larger and insulated for at least the circuit voltage.

109-2.21 Lighting system control panels. The existing pilot lighting control system control panels shall be relocated in accordance with the plans and the latest AC. The contractor shall submit a layout and connection diagram for approval of the engineer, including the type of relays, contactors, and devices required. The contractor shall demonstrate a fully functioning relocated pilot lighting control system to the satisfaction of the engineer.

CONSTRUCTION METHODS

CONSTRUCTION OF VAULT

109-3.1 GENERAL. The Contractor shall furnish and install a prefabricated airfield lighting vault and the vault equipment as indicated in the plans.

The vault shall provide adequate protection against weather elements, including rain, wind-driven dust, snow, ice and excessive heat. The vault shall have sufficient conditioned air, heat and dehumidification, to assure that the interior room temperatures and conditions do not exceed the recommended limits of the electrical equipment to be installed in the vault. Contractor is responsible for contacting the manufacturer of the equipment to be installed to obtain environmental limitations of the equipment to be installed. The vault shall have sufficient filtered and powered louvered vents that shall operate only upon failure of the wall mounted HVAC system.

109-3.2 PREFABRICATED VAULT BUILDING. The prefabricated vault building shall be located as directed by the owner and project engineer. The prefabricated vault building shall be installed on 18" above finished grade, on concrete piers as constructed by the contractor. The contractor shall furnish and install concrete. The foundation shall meet the requirements of the MSDOTD and engineer. Area around precast vault shall be graded to drain away from building. The Contractor shall be responsible for the building elevated foundation design and installation. All cost for such design and installation shall be included in his bid price including any soil testing or other reports as may be required for such design. The foundation design shall be sealed by a Licensed Mississippi Professional Engineer and shall be submitted with the building shop drawings, the cost of which shall be the Contractor's responsibility. The new constant current regulators, panel board, circuit breakers, junction boxes, relay cabinet, light fixtures, receptacles, light switches, conduit, wiring, WAC unit, controls, and all other materials and equipment necessary for an operational vault shall be included in the lump sum pay item for the prefabricated airfield vault. The service for the new vault building shall be coordinated and installed as per the Power Company requirements and shall be inclusive to the prefabricated vault building installation pay item.

INSTALLATION OF EQUIPMENT IN VAULT

109-3.10 GENERAL. The Contractor shall furnish, install, and connect all equipment, equipment accessories, conduit, cables, wires, buses, grounds, and support necessary to insure a complete and operable electrical distribution center for the airport lighting system as specified herein and shown in the plans. Contractor shall relocate existing items from existing vault as indicated on plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and local code agency having jurisdiction.

109-3.11 POWER SUPPLY EQUIPMENT. Transformers, regulators, booster transformers, and other power supply equipment items shall be furnished and installed at the location shown in the plans or as directed by the Engineer. The power supply equipment shall be set on steel "H" sections, "I" beams,

channels, or concrete blocks to provide a minimum space of 1-½ inches (37 mm) between the equipment and the floor. The equipment shall be placed so as not to obstruct the oil-sampling plugs of the oil-filled units; and name-plates shall, so far as possible, not be obscured.

109-3.12 PANELS. Panel boards, circuit breakers and other similar items shall be furnished and installed at the location shown in the plans or as directed by the Engineer. Wall or ceiling mounted items shall be attached to the wall or ceiling with galvanized bolts of not less than 3/8-inch (9 mm) diameter engaging metal expansion shields or anchors in masonry or concrete vaults.

109-3.13 DUCT AND CONDUIT. The Contractor shall furnish and install square-type exposed metallic ducts with hinged covers for the control circuits in the vault. These shall be mounted along the walls behind all floor-mounted equipment and immediately below all wall-mounted equipment. The hinged covers shall be placed to open from the front side with the hinges at the front bottom.

Wall brackets for square ducts shall be installed at all joints 2 feet (60 cm) or more apart with intermediate brackets as specified. Conduit shall be used between square ducts and equipment or between different items of equipment when the equipment is designed for conduit connection. When the equipment is not designed for conduit connection, conductors shall enter the square-type control duct through insulating bushings in the duct or on the conduit risers.

109-3.14 CABLE ENTRANCE. Incoming underground cable from field circuits and supply circuits will be installed outside the walls of the transformer vault as a separate item under Item L-108. The Contractor installing the vault equipment shall bring the cables from the trench or duct through the entrance conduits into the vault and make the necessary electrical connections.

This work shall meet the requirements of the National Electrical Code or the local code and agency having jurisdiction.

109-3.15 WIRING AND CONNECTIONS. The Contractor shall make all necessary electrical connections in the vault in accordance with the wiring diagrams furnished and as directed by the Engineer. In wiring to the terminal blocks, the Contractor shall leave sufficient extra length on each control lead to make future changes in connections at the terminal block. This shall be accomplished by running each control lead the longest way around the box to the proper terminal. Leads shall be neatly laced in place.

109-3.16 MARKING AND LABELING. All equipment, control wires, terminal blocks, etc., shall be tagged, marked, or labeled as specified below:

a. Wire Identification. The Contractor shall furnish and install self-sticking wire labels or identifying tags on all control wires at the point where they connect to the control equipment or to the terminal blocks. Wire labels, if used, shall be of the self-sticking preprinted type and of the manufacturer's recommended size for the wire involved. Identification -markings designated in the plans shall be followed. Tags, if used, shall be of fiber not less than ¾-inch (13 mm) in diameter and not less than 1/32-inch (1 mm) thick. Identification markings designated in the plans shall be stamped on tags by means of small tool dies. Each tag shall be securely tied to the proper wire by a nonmetallic cord.

b. Labels. The Contractor shall stencil identifying labels on the cases of regulators, breakers, and distribution and control relay cases with white oil paint as designated by the Engineer. The letters and numerals shall be not less than 1 inch (25 mm) in height and shall be of proportionate width. Approved engraved 3 ply laminated plastic nameplates with 1/4" letters and secured to doors or covers with two screws are acceptable in lieu of painting. Stick-on tags and tags with glued backs are NOT

allowed. The Contractor shall also mark the correct circuit designations in accordance with the wiring diagram on the terminal marking strips, which are a part of each terminal block.

METHOD OF MEASUREMENT

109-4.1 The quantity of vaults to be paid for under this item shall consist of the number of vaults constructed in place and accepted as a complete unit. This item shall include all work at the vault. The conduit and series conductors between the vault and the junction boxes adjacent to the vault is included. All conduit, voltage conductors, and work between the vault and wind cone and wind tee is included. All relocated existing equipment (dry-type transformers for existing PAPI lighting circuits, pilot lighting control system, including antenna assembly and new electrical service, cut-outs, etc.) shall be included.

109-4.3 The quantity of vault equipment to be paid for under this item shall consist of all equipment installed, connected, and accepted as a complete unit ready for operation.

BASIS OF PAYMENT

109-5.1 Payment will be made at the contract unit price for each completed and accepted item. This price shall be full lump sum compensation for furnishing all materials, and for preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item, including but not limited to: prefab vault building, foundation/footings, electrical service, etc.

Payment will be made under:

Item L-109-5.1	Furnish pre-fabricated concrete lighting vault, complete, in place, Lump Sum
Item L-109-5.3	L-828 – Constant Current Regulator, True Ferro resonant, 10 KW, three step, with digital power meter, ADB p/n CCF660710-53260, OAE, complete, in place, in new vault building – no direct pay .
Item L-109-5.5	S-1 Plug Cutout Switch, for each 6.6A series circuit, Manairco p/n MRS1, OAE, complete, in place – no direct pay .
Item L-109-5.7	L-828 – Constant Current Regulator, True Ferro resonant, 4-30KW, three step, with digital power meter, ADB p/n CCF660430-53260, OAE, complete, in place, in new vault building- no direct pay .

MATERIAL REQUIREMENTS

AC 150/5345-3	Specification for L-821 Panels for Remote Control of Airport Lighting
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors

AC 150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
ANSI/ICEA S-85-625-1996	Aircore, Polyethylene Insulated, Copper Conductor, Telecommunications Cable
ASTM A 615	Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement
ASTM C 62	Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C 90	Concrete Masonry Units, Loadbearing
ASTM D 2823	Asphalt Roof-Coating
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation) (cancelled; replaced by AA-59544 Cable and Wire, Electrical (Power, Fixed Installation))
FED SPEC TT-E-487	Enamel, Floor and Deck Master Painter's Institute

END OF ITEM L-109

Item L-110 Airport Underground Electrical Duct Banks and Conduits

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits and removal of existing duct banks. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 Steel conduit. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 Plastic conduit. Plastic conduit and fittings shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

a. Type I–Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II–Schedule 40 PVC suitable for either above ground or underground use.

c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.

d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 Split conduit. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 Conduit spacers. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

110-2.7 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

110-2.8 Flowable backfill. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

110-2.9 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 General. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade; in other locations, the top of the duct bank or underground conduit shall be not less than 18 inches (0.5 m) below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching

equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

- a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

- b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 Duct banks. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

110-3.3 Conduits without concrete encasement. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 Markers. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 Backfilling for conduits. For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 Backfilling for duct banks. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per

lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.7 Restoration. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include sodding shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet of conduits and duct banks installed, including encasement, duct markers, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure and associated duct markers. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Non-encased Electrical Duct Bank, 2" PVC Schedule 40 - per linear foot
Item L-110-5.2	Concrete Encased Electrical Conduit, 4" PVC Schedule 80 - per linear foot
Item L-110-5.3	2" PVC Schedule 40 in duct

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
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National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
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Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

Item L-115 Electrical Manholes and Junction Structures

DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR including removal of existing manholes and junction structures as shown on the plans.

EQUIPMENT AND MATERIALS

115-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

115-2.2 Concrete structures. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures. Cast-in-place concrete structures shall be as shown on the plans.

115-2.3 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another engineer approved third party certification program. Provide precast concrete structures where shown on the plans.

Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown on the plans.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the RPR shall be submitted by the Contractor to allow for a full evaluation by the RPR. The RPR shall review per the process defined in the General Provisions.

115-2.4 Junction boxes. Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a L-894 blank cover, gasket, and stainless steel hardware. All bolts, studs, nuts, lock washers, and other similar fasteners used for the light fixture assemblies must be fabricated from 316L (equivalent to EN 1.4404), 18-8, 410, or 416 stainless steel. If 18-8, 410, or 416 stainless steel is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch (9-mm) thickness for L-867 and 3/4-inch (19-mm) thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

115-2.5 Mortar. The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

115-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

115-2.7 Frames and covers. The frames shall conform to one of the following requirements:

- a. ASTM A48 Gray iron castings
- b. ASTM A47 Malleable iron castings
- c. ASTM A27 Steel castings
- d. ASTM A283, Grade D Structural steel for grates and frames
- e. ASTM A536 Ductile iron castings
- f. ASTM A897 Austempered ductile iron castings

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a “DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER” safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

115-2.8 Ladders. Ladders, if specified, shall be galvanized steel or as shown on the plans.

115-2.9 Reinforcing steel. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.

115-2.10 Bedding/special backfill. Bedding or special backfill shall be as shown on the plans.

115-2.11 Flowable backfill. Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.

115-2.12 Cable trays. Cable trays shall be of aluminum. Cable trays shall be located as shown on the plans.

115-2.13 Plastic conduit. Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.

115-2.14 Conduit terminators. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

115-2.15 Pulling-in irons. Pulling-in irons shall be manufactured with 7/8-inch (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2-inch (12 mm) diameter with an ultimate strength of 270,000 psi (1862 MPa)). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

115-2.16 Ground rods. Ground rods shall be one piece, copper. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8 feet long nor less than 5/8 inch.

CONSTRUCTION METHODS

115-3.1 Unclassified excavation. It is the Contractor’s responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

115-3.2 Concrete structures. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

115-3.3 Precast unit installations. Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

115-3.4 Placement and treatment of castings, frames and fittings. All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the RPR and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written approval is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the RPR and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

115-3.5 Installation of ladders. Ladders shall be installed such that they may be removed if necessary. Mounting brackets shall be supplied top and bottom and shall be cast in place during fabrication of the structure or drilled and grouted in place after erection of the structure.

115-3.6 Removal of sheeting and bracing. In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches (150 mm) of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The RPR may direct the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

115-3.7 Backfilling. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches (150 mm) in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

115-3.8 Connection of duct banks. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 Grounding. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches (150 mm) above the floor. The ground rod shall be installed within one foot (30 cm) of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch (100 mm) diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot (30 cm) above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtailed shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.10 Cleanup and repair. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 Restoration. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This

FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 Inspection. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

115-3.13 Manhole elevation adjustments. The Contractor shall adjust the tops of existing manholes in areas designated in the Contract Documents to the new elevations shown. The Contractor shall be responsible for determining the exact height adjustment required to raise or lower the top of each manhole to the new elevations. The existing top elevation of each manhole to be adjusted shall be determined in the field and subtracted/added from the proposed top elevation.

The Contractor shall remove/extend the existing top section or ring and cover on the manhole structure or manhole access. The Contractor shall install precast concrete sections or grade rings of the required dimensions to adjust the manhole top to the new proposed elevation or shall cut the existing manhole walls to shorten the existing structure, as required by final grades. The Contractor shall reinstall the manhole top section or ring and cover on top and check the new top elevation.

The Contractor shall construct a concrete slab around the top of adjusted structures located in graded areas that are not to be paved. The concrete slab shall conform to the dimensions shown on the plans.

115-3.14 Duct extension to existing ducts. Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

METHOD OF MEASUREMENT

115-4.1 Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following items shall be included in the price of each unit: All required excavation and dewatering;; sheeting and bracing; all required backfilling with on-site materials; restoration of all surfaces and finished grading and turfing; all required connections; temporary cables and connections; and ground rod testing

115-4.2 Manhole elevation adjustments shall be measured by the completed unit installed, in place, completed, and accepted. Separate measurement shall not be made for the various types and sizes.

BASIS OF PAYMENT

115-5.1 The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

115-5.2 Payment shall be made at the contract unit price for manhole elevation adjustments. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, spacers, concrete, rebar, dewatering, excavating, backfill, topsoil, sodding and pavement restoration, where required, to complete this item as shown in the plans and to the satisfaction of the RPR.

Payment will be made under:

Item L-115-5.1	Electrical Manhole - Per Each
Item L-115-5.2	Electrical Junction Structure - Per Each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
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Advisory Circular (AC)

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)
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ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A897	Standard Specification for Austempered Ductile Iron Castings

ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C206	Standard Specification for Finishing Hydrated Lime
FAA Engineering Brief (EB)	
EB #83	In Pavement Light Fixture Bolts
Mil Spec	
MIL-P-21035	Paint High Zinc Dust Content, Galvanizing Repair
National Fire Protection Association (NFPA)	
NFPA-70	National Electrical Code (NEC)

END OF ITEM L-115

Item L-125 Installation of Airport Lighting Systems

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

EQUIPMENT AND MATERIALS

125-2.2 Conduit/Duct. Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

125-2.3 Cable and Counterpoise. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

125-2.4 Tape. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 Cable Connections. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

125-2.6 Retroreflective Markers. Retroreflective markers shall be type L-853 and shall conform to the requirements of AC 150/5345-39.

125-2.7 Runway and Taxiway Lights. See plan detail.

125-2.8 Runway and Taxiway Signs. See plan detail.

125-2.12 Light Base and Transformer Housings. See plan detail.

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 Testing. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 Elevated and In-pavement Lights. Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

METHOD OF MEASUREMENT

125-4.1 Runway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete runway light (including maintenance pad and ID marker), guidance sign, installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, identification marker and incidentals necessary to complete this item.

Payment will be made under:

Item L-125-5.1	New medium intensity elevated base mount LED runway edge light, all in place – with maintenance pad each
Item L-125-5.3a	Directional guidance sign replaced with new maintenance pad – panel 1 each
Item L-125-5.3b	Directional guidance sign replaced with new maintenance pad – panel 2 each
Item L-125-5.3c	Directional guidance sign replaced with new maintenance pad – panel 3 each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures

AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program
Engineering Brief (EB)	
EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures

END OF ITEM L-125

Item L-828 Constant Current Regulator

Chapter 1. Scope and Classification.

1.1 Scope.

This specification details the requirements for constant current regulators (CCRs) and a monitor system for use with airport series lighting circuits.

1.2 Classification.

1.2.1 Types.

L-828 – Regulator without monitoring.

Note: Multiple regulators may be bussed together into switchgear configurations, but each regulator must meet the requirements of this specification. In addition, each regulator must have disconnects to isolate it from primary and control power.

1.2.2 Classes.

Applicable to regulators only:

Class 1 – 6.6 amperes (A) output current.

1.2.3 Styles.

Applicable to regulators only:

Style 1 – three brightness steps.

1.2.4 Standard ratings.

Standard ratings are as follows:

Note: Other voltages, frequencies, or sizes of regulators may be supplied to suit local site conditions, but must meet all the requirements in this specification.

Standard Sizes (kW out)	Standard Voltages (Volts ac in)	Standard Frequency (Hz)
10, 30	240	60 Hz

Notes:

1. 2400-volt input CCR is not available for new designs – replacement equipment only. AC 150/5345-10H 11/5/2014

Chapter 2. Referenced Documents.

2.1 General.

The following is a list of documents referenced in this AC.

2.2 FAA advisory circulars.

ACs may be obtained from www.faa.gov/airports/resources/advisory_circulars/.

AC 150/5345-47	Isolation Transformers for Airport Lighting Systems
AC 150/5345-53	Airport Lighting Equipment Certification Program
AC 150/5345-56	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)

2.3 FAA standards.

FAA Standards may be obtained from

http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/dcc/.

FAA-STD-019	Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment
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2.4 Code of Federal Regulations (CFR).

CFRs may be obtained from www.ecfr.gov.

Title 47 CFR, Telecommunication

Subpart A Section 15.13, Incidental Radiators

Subpart B Section 15.107, Conducted limits

Subpart B Section 15.109, Radiated emission limits

2.5 Institute of Electrical and Electronics Engineers (IEEE) and American National Standards Institute (ANSI) publications.

IEEE publications may be obtained from <http://www.techstreet.com/ieee>. ANSI publications may be obtained from <http://webstore.ansi.org/>.

ANSI/IEEE C57.12.00-2000	IEEE Standard General Requirements for Liquid-Immersed Distribution, Power, Regulating Transformers
ANSI/IEEE C57.12.01-1998	IEEE Standard General Requirements for Dry-Type Distribution and Power Transformers Including Those with Solid Cast and/or Resin Encapsulated Windings
ANSI/IEEE C57.12.90 01 May 1999	IEEE Standard Test Code for Liquid-Immersed Distribution, Power and Regulating Transformers
ANSI/IEEE C57.12.91 01 May 2001	IEEE Standard Test Code for Dry-Type Distribution and Power Transformers
IEEE C62.41-1991	IEEE Recommended Practice on Surge Voltages in Low Voltage AC Power Circuits
IEEE C62.45	IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and Less) AC Power Circuits

2.6 Military standards.

Military standards and specifications publications may be obtained from www.dsp.dla.mil.

MIL-STD-810F 1 January 2000	Department of Defense Test Method Standards for Environmental Engineering Considerations and Laboratory Tests
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2.7 National Electric Manufacturers Association (NEMA).

NEMA documents may be obtained from www.nema.org.

NEMA 250-1997 Enclosures for Electrical Equipment (1000 Volts Maximum)

2.8 International Electrotechnical Commission (IEC).

IEC documents may be obtained from <http://webstore.ansi.org/>.

IEC 60529 Degrees of Protection Provided by Enclosures (IP Code)

Chapter 3. Equipment Requirements.

3.1 General.

The equipment requirements are grouped into four categories: environmental, performance, detail, and monitoring.

3.2 Environmental requirements.

The equipment must be designed for continuous operation under the following conditions:

- Temperature range is from -40° to 131° Fahrenheit (F) (-40° to 55° Celsius (C)).
- For monitoring circuitry, the temperature range is from 32° to 131°F (0° to 55°C).
- Relative humidity range is from 10 to 95 percent.
- Altitude range is from zero to 6,600 feet above sea level.

3.3 Performance requirements.

3.3.1 Regulation.

3.3.1.1 Resistive loading.

The CCR must maintain output currents per Table 1 while powering any load from short circuit to 100 percent.

- For all CCRs, regulation must be maintained over the full range of environmental conditions specified in paragraph 3.2 and the input voltage range specified in paragraph 3.3.4.

Table 1. CCR output current				
Class (A RMS)	Style	Step	Nominal output amperes (A) root mean square (RMS)	Allowable range (A RMS)
1	1	3	6.6	6.50 – 6.70
		2	5.5	5.40 – 5.60
		1	4.8	4.70 – 4.90
1	2	5	6.6	6.50 – 6.70
		4	5.2	5.10 – 5.30
		3	4.1	4.00 – 4.20
		2	3.4	3.30 – 3.50
		1	2.8	2.70 – 2.90
2	2	5	20.0	19.70 – 20.30

4	15.8	15.50 – 16.10
3	12.4	12.10 – 12.70
2	10.3	10.00 – 10.60
1	8.5	8.20 – 8.80

3.3.1.2 Reactive loading.

The CCR output current must be per Table 1 for all current steps when the CCR is connected to series isolation transformers with between 0 and 30 percent of the secondary windings open circuited.

3.3.2 Efficiency.

The efficiency of a CCR operated at its maximum intensity setting, rated input voltage, with 100 percent load at unity power factor (PF) must not be less than the values shown in Table 2.

Table 2. CCR efficiency	
CCR size kilowatts (kW)	Minimum overall Efficiency (percent)
Less than 30	90
30	92
50	93
70	94

3.3.3 Power Factor (PF).

- a. The PF for CCRs 10 kW or less must not be less than 0.90.
- b. The PF must not be less than 0.95 for CCRs larger than 10 kW.
- c. The PF must be measured with the equipment operating at:
 - (1) its maximum intensity setting,
 - (2) its rated input voltage, and
 - (3) its rated load at unity PF.

3.3.4 Standard input voltage.

- The CCR standard input voltage must be single phase, 60 Hz alternating current (ac).
- a. All CCRs must operate per paragraph 3.3.1 when the input voltage is from 95 to 110 percent of its nominal value.
 - b. CCRs may be provided with different voltage taps from which the correct supply voltage may be selected.
 - c. The CCR must be designed to withstand momentary increases of voltage up to 120 percent of the nominal input voltage (duration of overvoltage not longer than 50 milliseconds at no more than once per minute) without shutdown or damage.

3.3.5 Temperature rise.

The temperature rise of the transformer portion of the CCR must not exceed the maximum transformer safe operating temperature and the maximum insulation temperature permitted in the hottest spot of the windings when operated at its maximum operating temperature (131°F or 55°C). Temperature rise measurements are performed at room temperature (77°F or 25°C).

3.3.6 Crest factor.

- a. The crest factor for L-828 and L-829 CCRs must be less than 3.2 with regulator output loading per paragraph 3.3.1.1.
- b. Testing does not have to be accomplished when the CCR is short-circuited.

3.3.7 CCR control system.

- a. The control system must stabilize the CCR output current at any selected intensity within 5.0 seconds, and hold the output current stable within ± 0.1 A for 6.6 A CCRs and ± 0.3 A for 20 A CCRs.
- b. The control system must provide both local and remote control.
- c. The equipment must function properly when operated by a circuit with a round-trip length of 10,000 feet (3,000 m) using #19 American Wire Gauge (AWG) control cable.
- d. The operating voltage for the remote control system must not exceed 120 V ac or +48 V direct current (dc).

3.3.8 Output current surge limitation.

- a. The equipment must be designed so that switching the equipment on and off, changing brightness steps, or opening/shorting the output will not produce current surges that will damage the CCR or any equipment connected to its output.
- b. If a start-up time delay is used, no more than 2.0 seconds must elapse from CCR turn-on to current present at the output terminals.
- c. The CCR must not generate a transient of over 120 percent of the nominal current for more than 250 milliseconds at any step or setting after the load is switched with a 50 percent resistive component. The preceding must also be true when the load includes an inductive component at a PF of 0.6.

3.3.9 CCR circuit isolation.

- a. The input power circuit must be electrically isolated from the output circuit.
- b. With open circuit protection disabled, the root mean square (RMS) output voltage of an open-circuited CCR must not exceed two times the rated wattage divided by the rated current or 4,250 volts, whichever is greater.

3.3.10 Protective devices.

3.3.10.1 Open-circuit protection.

- a. The CCR must include an open-circuit protective device to open the primary switch (see paragraph 3.4.1 for the primary switch description) within 2.0 seconds after an open circuit is detected in the regulator output circuit.
- b. The protective device must reset within 2.0 seconds after the CCR control switch is turned off and re-energized. Alternatively, if a reset switch is provided, it may be used to reset the protective device and re-energize the regulator.
- c. The protective device must not be tripped by load circuit switching or other transients.

3.3.10.2 Over-current protection.

- a. CCRs must include an over-current protective device that opens the primary switch when the output current exceeds 100 percent (6.6A) by 5 percent.
- b. The protective device must operate within 5.0 seconds after an over-current of 5 percent and within 1.0 second after an over-current of 25 percent.
- c. The protective device must reset within 2.0 seconds after the regulator control switch is turned off and re-energized. Alternatively, if a reset switch is provided, it may be used to reset the protective device and re-energize the regulator.

- d. The over-current protection must not be activated by momentary (0.25 second) overcurrent events that are caused by load circuit switching or other transients.

3.3.11 Input power loss.

If there is a short duration loss of CCR ac input power of up to 500 milliseconds, the CCR must resume operation (CCR is “ON” at the same current step and producing current) within one second after the power interruption (ac input power is restored after 500 milliseconds).

3.3.12 Electromagnetic Interference (EMI).

The regulator must cause the minimum possible radiated or conducted electromagnetic interference (EMI) to airport and FAA equipment (e.g., computers, radars, instrument landing systems, radio receivers, very high frequency (VHF) omnidirectional range, etc.) that may be located on or near an airport.

Note: A CCR is classified as an incidental radiator (Title 47, subpart A, section 15.13). This applies to equipment that does not intentionally generate any radio frequency energy, but may create such energy as an incidental part of its intended operations. A CCR must employ good engineering practices to minimize the risk of harmful interference.

3.4 Detailed requirements.

3.4.1 Primary switch.

- a. The CCR must use a primary switching device that interrupts the input power prior to the current regulating/transformer circuits.
- b. The primary switching device must be operable by remote control and must not interrupt the regulator internal control power.

3.4.2 Operator controls.

- a. The CCR must provide, located for ready access on the CCR, without opening doors or removing covers, a means for the operator to select the remote/local modes and the desired current step.
- b. If a dedicated control switch (or an assembly of switches) is used, it must be marked:
 - (1) Remote, Off, 10, 30, 100 for a three step CCR.
- c. If a rotary switch is used, it must not be allowed to rotate beyond an active position.
- d. Multi-function keys or discrete switches may be used in place of, or in addition to, a dedicated switch.
- e. All controls must be designed to clearly reflect the function and status of the dedicated switch, switches, or keypad entries per paragraph 3.4.2b.
- f. The manufacturer may provide additional functions and features that enhance the performance or serviceability of the CCR, but they must not cause any confusion with the controls per paragraph 3.4.2b.

3.4.3 Output ammeter.

- a. A flush-mounted, true RMS digital or analog meter to indicate the CCR output current must be positioned on the front of the regulator enclosure so it may be easily read.
- b. If analog, the meter must have a scale of sufficient length that allows the operator to easily distinguish 0.1 A for a 6.6 A CCR and 0.3 A for a 20 A CCR.
- c. The panel meter accuracy must be at least ± 1.0 percent (at full scale with analog meter) of the CCR maximum output current with non-sinusoidal waveforms.

3.4.4 Output voltmeter.

- a. The manufacturer may offer an optional true RMS digital or analog voltmeter that is positioned on the front of the regulator cabinet in reasonable proximity to the output ammeter specified in paragraph 3.4.3.
- b. The panel meter accuracy must be ± 1.0 percent (at full scale with analog meter) of the CCR maximum output voltage at the highest current step setting.

3.4.5 Operator display.

- a. A digital multi-functional display may be used by the manufacturer to display CCR parameters, controls, and equipment setting options. Any displayed value must clearly identify the name of the value (for example: volts, watts, amps, or current step).
- b. The display must show the CCR output current by default.
- c. If an operator uses the display for purposes other than the CCR output current, the display must revert to the output current if no keypad entries are made for more than one minute.

3.4.6 Terminal block.

- a. Pressure-type terminal blocks with a suitable voltage and current rating must be installed in the control cabinet for connection to the external wiring associated with monitoring and remote control.
- b. Terminal blocks must accommodate #12 to 20 AWG wire with insulation ratings up to 600 V.
- c. The following minimum terminal functions must be made available and labeled per the following list:

Note: The manufacturer may provide additional terminal functions and labels for CCR monitoring and a computer interface if connected to a computerized remote control.

Terminal function	Label
(1) Power supply for remote control (control power)	CCI
(2) Return from remote on/off switch	CC
(3) Returns from remote intensity switch (3 or 5 terminals required)	BI-B2-B3 or BI-B2-B3-B4-B5
(4) Input for external control power (if required)	XCP
(5) Neutral for external control power (if required)	N

3.4.7 CCR enclosure.

- a. The reactors and/or transformer components must be housed in an enclosure of sheet steel or other suitable material per NEMA equipment enclosures Type 1 (equivalent to IEC IP20).
- b. The enclosure must be equipped with a removable cover that is securely held in place.
- c. Feet or channels must be attached that provide no less than 2.0 inches (5.1 cm) of space between the bottom of the enclosure and the floor.
- d. Four enclosed terminals (one pair labeled “input” and the other “output”) rated for the proper voltage and current must be located on the top, side, or front of the enclosure.

- e. Lifting lugs that are properly rated for the CCR cabinet weight must be installed on the enclosure.
- f. The overall size of a complete CCR assembly must allow it to pass through an opening 39.0 inches wide by 78.0 inches high.
- g. A ground terminal must be provided on the outside of the CCR cabinet.
- h. CCR oil-immersed transformer enclosures must allow no seepage of oil from welds, gaskets, seals, or vents.
 - (1) Oil-immersed transformer enclosures must be equipped with a sampling/drain valve located not more than 2.0 inches above the bottom of the enclosure.
 - (2) The CCR must have a method or device that indicates the proper transformer oil level.
 - (3) The CCR must be shipped filled with the proper amount of oil and be ready for service.

3.4.8 Control cabinet.

- a. A control cabinet, or a compartment that excludes falling dirt, must be provided for housing the relays, control terminal block, remote/local control switch, and other low voltage control components of the CCR.
- b. The control cabinet or compartment must be either permanently attached to or an integral part of the CCR enclosure.
- c. All low voltage control components must be easily accessible by opening the CCR cabinet and/or control cabinet or compartment panels/doors. No high voltage components may be installed in the low voltage component area or on the CCR front panel door.

3.4.9 Capacitors.

- a. If PF correction capacitors are provided, the terminals must be protected from accidental contact.
- b. The service life expectancy of the capacitors must not be less than 60,000 hours under rated operating conditions.

3.4.10 Wiring diagram.

A legible wiring diagram must be permanently mounted in an unobstructed viewing location in the CCR control cabinet.

3.4.11 Painting and finishing.

- a. The inside and outside of the enclosure must be painted with one prime coat and one finish coat of oil-resistant and weatherproof paint.
- b. Coatings with equivalent oil resistance and weatherproofing properties may be substituted for paint.
- c. Damage to the coating on the CCR enclosure must be repaired after assembly and production testing is complete.

3.4.12 Lightning/surge arresters.

- a. Arresters of the proper rating to protect the CCR from lightning-induced voltage and current surges must be installed at both the input and output terminals of the CCR.
- b. The CCR ac input power lightning arresters must be rated for pulses per IEEE C62.41-1991, paragraph 4.2.17b, Table 6, Category B2, Medium.
- c. The CCR series lighting circuit output lightning arrestors must be rated for Location Category C3 in IEEE 62.41-1991, Table 4.
- d. The ground side of the arresters must be connected to the cabinet grounding lug or other

electrically equivalent ground location. If a bonding jumper wire is used, it must not be smaller than 14 AWG.

3.4.13 Transient voltage and current protection.

- a. Transient protection that does not degrade signal quality must also be provided for all signal, data, and control lines that enter the monitor and/or CCR per IEEE C62.41-1991, Table 3, Category A2.

Note: See IEEE C62.41- 1991, Section 9, Definition of Standard Surge Testing Waveforms, for detailed explanations of surge/transient waveforms.

3.4.14 Warning.

A plate or decal must be affixed to the front of the CCR control cabinet door warning the maintenance technician to remove input and control power before opening the cabinet or interrupting the output series circuit.

3.4.15 Components.

All CCR components must be suitable for their function and not be operated in excess of the component manufacturer's recommended rating.

3.4.16 Nameplate.

- a. A nameplate with the following information must be securely attached to the front of the CCR enclosure.

- (1) Constant current regulator, single phase.
- (2) Input: ____ Volts ____ Hertz ____ Amperes.
- (3) Control: ____ Volts ____ Hertz.
- (4) Output: ____ kW at ____ Amperes.
- (5) Output Current: ____ Amperes ____ Gallons of oil.
- (6) Identification: FAA-L-828, or L-829 ____ Serial No.

- b. If the nameplate is attached to a removable enclosure surface (a cover), the serial number must be duplicated in a permanent conspicuous location elsewhere on the CCR.

3.4.17 Instruction book.

An instruction book with at least the following information must be furnished with each CCR:

- a. Schematic and wiring diagrams showing all components for user serviceable parts.
- b. Parts list with applicable rating and characteristics of each part and with the component manufacturer's name and part number.
- c. Installation instructions.
- d. Maintenance instructions.
- e. Troubleshooting charts.
- f. Theory of operation.

Table 3. CCR fault conditions

Fault Letter	Fault Condition
a	Loss of ac input power to the CCR
b	Shutdown of the regulator due to operation of protective circuits described in paragraph 3.3.10
c	A 10 percent or greater drop in the volt-amperes (VA) delivered to the series circuit.

- d Failure of the regulator to deliver the output current that corresponds to the brightness step selected (see Table 1).
 - e Failure of a preset number of lamps in the series circuit.
- e. Faults a, b, and d must be detected at all brightness levels. See Table 3.
- f. The monitor must function when the regulator is in the remote or local control modes (fault “d” must be detected in the remote mode, but need not be detected in the local mode).
- g. The monitor must operate in a fail-safe manner and not cause the regulator to be inoperable or output incorrect currents.
- h. If it is required by the application, the output of the monitor must energize the coil of a single pole double throw (SPDT) relay when the regulator is operating properly.
 - (1)The relay contacts must be rated for a 2-amp resistive load at 120 volts ac, 60 Hz.
 - (2)The monitor outputs must be connected to a terminal block to allow external connections and operate with control lines similar to those described in paragraph 3.4.6.
- i. Upon the initial detection of a fault, the monitor must delay at least 5.0 seconds (except for fault “a” and “b” in Table 3) before the fault is displayed. If the fault still exists after 5.0 seconds, the monitor must indicate an alarm.
- j. A visual indication must be provided on the monitor to indicate which monitored parameter caused the fault indication (except for fault “a”).
- k. A regulator “on” light must be provided on the monitor.
- l. The load of each monitored airfield lighting system lamp and its associated isolation transformer may vary between 10 and 200 watts within the following:
 - (1)All fixture loads and transformers must be the same.
 - (2)There cannot be devices on the series circuit which will cause the load to vary greatly (signs with fluorescent ballasts/lamps, power adapters, signs with printed circuit board assemblies, etc.).
 - (3)Film disc cutouts must not be used since they will cause a load different than on an open circuit series-to-series transformer.
- m. The monitor must be adjustable so the number of failed lamps required to cause a failure indication may be from four to ten when the series loop is loaded with identical wattage lamps. For mixed wattage bulbs on the same series loop, a loss of 10 percent or more CCR load must be detected.
- n. After the preset number of monitored lamps fail, it must be possible to switch the monitor into a degraded operation mode.
- o. When in the degraded operation mode, the monitor must deactivate the fault indication and reactivate it upon the failure of an additional preset number of lamps (one to five).
- p. Additional monitor warnings or alarm levels may be optionally provided by the manufacturer, but are not required.

Note: When a CCR is connected to a computerized airfield lighting control monitoring system (ALCMS), the optional monitoring points may be required for reporting remote/local status and primary power (ac power loss to the CCR). See AC 150/5345-56, Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS), for additional information.

Chapter 4. Equipment Certification Requirements.

4.1 Certification procedures.

Procedures for certifying equipment to be furnished under the Federal grant assistance program for airports are contained in AC 150/5345-53, Airport Lighting Equipment Certification Program.

4.2 Certification testing.

Testing must be performed on each unit submitted for certification to demonstrate compliance with the requirements of this specification.

4.2.1 Regulation test.

- a. The following tests must be performed to demonstrate compliance with paragraph 3.3.1 and Table 1.
- b. Where isolation transformers and lamps are not specifically required, a resistive load may be used.

4.2.1.1 Input voltage tests.

- a. For each CCR, load the output to 100 percent resistive, short circuit, and 50 percent resistive load connected to nominal voltage; 110 percent of nominal voltage, and 95 percent of nominal voltage.
- b. Verify the CCR output current is per Table 1 for all brightness steps.

4.2.1.2 Reactive load tests.

- a. An equivalent of a 100 and 50 percent reactive load (30 percent of the isolating transformers secondary windings open-circuited) must be placed on the CCR output.
- b. The CCR input voltages must be: nominal, 110 percent of nominal, and 95 percent of nominal.
- c. The CCR output current must be checked at all brightness settings and be within the limits per Table 1 for all voltages in paragraph 4.2.1.2b above.

Note: CCR taps (if present in the CCR design) may be set to be optimized for this test per procedures in the manufacturer's instruction book.

4.2.2 Remote control test.

Check the output current at all brightness steps for the following remote control circuits (an equivalent resistive load may be used to simulate the full cable lengths specified) and rated output load:

- a. Connect the remote switch via simulated 100-foot (30 m) lengths of 12 AWG wire (a resistance equal to 0.16 ohms per wire).
- b. Operate the CCR remotely on all brightness steps to determine compliance with paragraph 3.3.7.
- c. Connect the remote switch via simulated 10,000-foot (3,000 m) lengths (total round-trip

distance) of 19 AWG control wire (a resistance equal to 87 ohms per 10,000 feet of wire and a capacitance between conductors of 0.16 microfarads).

d. Operate the CCR remotely on all brightness steps to determine compliance with paragraph 3.3.7.

4.2.3 Temperature rise.

a. For the equipment under test, use the temperature rise results of the CCR transforming device to determine if its maximum operating temperature at the maximum specified ambient temperature will exceed the manufacturer's ratings. See paragraph 3.3.5.

b. Use the resistance method at ambient room temperature (77°F or 25°C) for testing the transformer temperature rise for both immersion and dry-type regulating transformers:

(1) For guidance in determining and testing the temperature rise of liquid-immersed transformers, see ANSI/IEEE C57-12.90-1999, IEEE Standard Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers, Section 11, Temperature Rise.

(2) For guidance in determining and testing the temperature rise of dry-type transformers, see ANSI/IEEE C57.12.91-2001, IEEE Standard Test Code for Dry-Type Distribution and Power Transformers, Section 11, Temperature Test.

4.2.4 Efficiency.

Power the equipment under test with nominal input voltage with a 100 percent load at unity power factor. Determine the CCR efficiency at its maximum current step setting is not less than the values per Table 2.

Note: $\eta = P_2/P_1$

where:

η = efficiency

P₂ = active output power

P₁ = active input power

4.2.5 Power factor.

For the equipment under test, apply power at the nominal input voltage with a 100 percent resistive load. Determine that the CCR power factor at the maximum current step setting is not less than specified in paragraph 3.3.3.

Note: $PF = \frac{P}{S}$

where:

PF = power factor

P = total input power expressed in watts (W)

S = apparent input power expressed in volt-amps (VA)

4.2.6 Crest factor.

For the equipment under test, determine the crest factor for L-828 and L-829 CCRs using the loading per paragraph 3.3.1.1.

Note: Testing does not have to be performed with the CCR at short circuit.

a. The maximum crest factor must not exceed 3.2 at nominal input voltage for all current step settings.

b. Crest Factor = $\frac{I_{OUT\ PK}}{I_{OUT\ RMS}}$

c. An oscilloscope with a suitable current probe may be required to measure the CCR peak output current (IOUT).

4.2.7 Altitude.

- a. Each design of CCR must be tested for low pressure (altitude) in accordance with MILSTD-810F, Method 500.4, Paragraph 4.5.3, Procedure II.
- b. The maximum altitude must be 6,600 feet.
- c. The maximum chamber ambient air temperature must be 131°F (55°C).
- d. The CCR must be operated at its rated voltage, load, and maximum brightness for one hour.
- e. Perform CCR testing per paragraph 4.2.1.1 immediately after the one hour run-in period.
- f. Any test failures will be cause for rejection of the equipment.

4.2.8 Low temperature.

- a. Each type of CCR must be tested by placing it in a test chamber and maintaining the temperature at -40°F ±9°F (-40°C ±5°C) for 12 hours with the unit under test turned off.
- b. Perform CCR input voltage tests per paragraph 4.2.1.1 while maintaining low temperature. Remote control may be used.
- c. The low temperature test must be run at 32°F (0°C) for L-827 monitors.
- d. Verify all visual displays are functioning properly at the end of the test.
- e. The failure of tests will be cause for disapproval of the regulator.

4.2.9 Humidity.

- a. Each design of CCR must be tested for resistance to humidity per MIL-STD-810F, Method 507.4, Paragraph 4.5.2, Procedure.
- b. The regulator must be exposed to a minimum of five 48-hour cycles.

Note: Limit the maximum chamber temperature to 131°F (55°C) during humidity cycling.

- c. After humidity cycling, perform the CCR input voltage tests per paragraph 4.2.1.1.
- d. Failure of tests or evidence of corrosion or deterioration, will be cause for disapproval of the regulator.

4.2.10 Electromagnetic interference tests.

All tests must be conducted with the CCR set to its highest output current setting at full load.

- a. CCRs must be tested for and not exceed the conducted power line emissions per Title 47, subpart B, section 15.107b, using a 50 microhenry (μH)/50 ohm line impedance stabilization network (LISN) to the following limits in Table 4:

Table 4. CCR conducted emission limits

Frequency of Emission (MHz)	Quasi-peak Emissions Decibels per microvolt dB/μV	Average Emissions dB/μV
0.15 – 0.5	79	66
0.5 – 30.0	73	60

- b. CCRs must be subjected to the tests in paragraph 4.2.10a and not exceed additional testing to radiated emission limits per Title 47, subpart B, section 15.109b, for the following limits (see Table 5) at 33 feet:

Table 5. CCR radiated emission limits

Frequency of Emission (MHz)	Field Strength (microvolts per meter)
30–88	90
88–216	150
216–960	210
Above 960	300

4.2.11 Basic Impulse Insulation Level (BIL) tests.

Note: See ANSI/IEEE C57.12.00 (liquid-immersed type transformers) and C57.12.01 (dry-type transformers) for BILs that may be specified for a given system voltage.

- a. Testing must be performed with a 1.2 microsecond rise to crest by 50 microsecond decay to half crest wave shape.

Note: Waveforms of positive polarity must be used for dry-type transformers. Negative polarity must be used for liquid-immersed transformers.

- b. BIL testing must be performed on both the primary and secondary windings of the transformer.
- c. The terminals of each winding must be connected together at the input to the impulse generator prior to testing.
- d. All other transformer terminals not under test, including the core, must be grounded.
- e. Use ANSI/IEEE C57.12.90-1999, Section 10.3, for guidance about methods for performing the BIL tests specified in ANSI/IEEE C57.12.00.
- f. Use ANSI/IEEE C57.12.91-2001, Section 10.5, for guidance about methods for performing the BIL tests specified in ANSI/IEEE C57.12.01.

4.2.12 Dielectric tests.

Test the circuits of all CCR sizes to determine the equipment capability to withstand the following 60 Hz alternating current RMS test voltages referenced to ground for one minute without failure:

- a. Lightning arresters must be disconnected for the test.
- b. Both the control terminals and low-voltage circuitry must be grounded for the test.
 - (1) 240-volt input circuit to ground – 2,000 V.
 - (2) 480-volt input circuit to ground – 2,000 V.
 - (3) 2,400-volt input circuit to ground – 4,900 V (replacement equipment only).
 - (4) 120-volt control circuits to ground – 1,000 V.
 - (5) 48-volt control circuits to ground – 500 V.
 - (6) Output circuit to ground – five times the 100 percent load RMS voltage.

4.2.13 Protective device tests.

- a. Test all protective devices for proper operation per paragraph 3.3.10.
- b. Test the CCR open-circuit voltage per paragraph 3.3.10 using an oscilloscope or high voltage peak reading voltmeter.
- c. On each brightness step, interrupt the input voltage to the CCR for the following durations: 10 milliseconds, 100 milliseconds, 500 milliseconds, one second, and five seconds. Record the CCR's response to each power interruption to confirm compliance with paragraph

3.3.11. The input current and voltage waveforms must be recorded for each interruption.

4.2.14 Leakage test.

- a. Test each oil-filled regulator assembly to ensure that there is no leakage from welds, gaskets, O-rings, or other types of seals.
- b. Pressurize the unit under test with dry air to an internal air pressure of 10 ± 2 pounds per square inch gauge (PSIG) for five minutes – no loss of pressure is allowed for the test duration.

4.2.15 Output current surge.

- a. Check for the compliance of the CCR output current during turn-on and switching per paragraph 3.3.8.
- b. The over-current events that occur during this test that are less than 250 milliseconds must not activate the over-current protection, per paragraph 3.3.10.2d.

Note: Due to the operating characteristics of a circuit selector switch, the switching is back and forth between a short and a 50 percent resistive load. The same is done for a reactive load.

4.2.17 Surge suppression.

Note: The equipment might be damaged by the following tests; perform them only after all other testing is complete.

- a. To demonstrate the effectiveness of the CCR series lighting circuit output lightning arrestors, they must safely suppress a test pulse per IEEE C62.41, Table 4, Location Category C3.
- b. Subject the ac power input of the CCR and/or monitor to the combination (1.2 microsecond /50 microsecond and 8 microsecond/20 microsecond) test pulses per the descriptions per Table 6:

Table 6. Test waveform amplitudes				
Location Category	System Exposure	Voltage kilovolts (kV)	Current (kiloamps) (kA)	Effective Impedance (ohms)
0.5 microsecond – 100 kilohertz Ring Wave				
B2	Medium	4	0.33	12
1.2/50 microsecond – 8/20 microsecond Combination Wave				
B2	Medium	4	2	2

- c. See IEEE C62.41-1991 Section 9.3 for test condition and test generator information.
- d. See IEEE C62.41-1991 Section 9.4 for a detailed combination and ring wave generation and parameters discussion.
- e. See also IEEE C62.45 for guidance about equipment test methods.

4.2.18 CCR momentary overvoltage.

- a. Subject the CCR operating at nominal input voltage to a momentary increase of voltage of 120 percent of the nominal input voltage.
- b. The duration of the overvoltage must be 50 milliseconds, and must be repeated 10 times at a rate of no more than once per minute.
- c. The CCR must not shutdown or be damaged during the repeated overvoltage excursions.

4.3 Output waveforms.

- a. The manufacturer must supply oscilloscope screen capture data of the CCR output current and voltage waveforms at nominal line voltage for all intensity steps at short circuit, 50 percent load, and 100 percent load with the qualification documents.

Note: Oscilloscope screen capture data may be a photograph or digital file such as: bitmap (BMP), Joint Photographic Experts Group (JPEG), or Tagged Image File Format (TIFF).

- b. The 100 percent load and 50 percent half-load waveforms must be recorded with a purely resistive load, then repeated with 30 percent of the isolation transformers open-circuited per paragraph 4.2.1.2.
- c. All waveform capture data must include the amplitudes of voltages/currents and their duration.
- d. The waveforms will be used by lighting equipment manufacturers to ensure compatibility with all approved CCRs.
- e. The waveforms must also be made available in either a manual or a standard electronic format for a nominal fee.

Chapter 5. Production Test Requirements.

5.1 Production testing.

- a. Each CCR must be tested per the requirements in paragraphs 4.2.2, 4.2.12, 4.2.13 (only protective devices test), and 4.2.14.
- b. The manufacturer must exercise and test each monitor alarm function per Table 3.

Item No.	Pay Item	Pay Unit
L- 828	Regulator	Ea.

END OF ITEM L-828

Item S-001 Mobilization

S-002.1 DESCRIPTION. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

S-002.2 BASIS OF PAYMENT.

- a. Payment will be made at the contract lump sum price, subject to the following provisions:

Partial payments for mobilization will be made in accordance with the following schedule up to a maximum of 10 percent of the original total contract amount, including this item, and payment of any remaining amount will be made upon completion of all work under the contract.

<u>Percent of Total Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
1 st Partial Estimate	25
10	50
25	75
50	100

No price adjustment will be made for this item due to changes in the work.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

Payment will be made under:

ITEM NO.	PAY ITEM	PAY UNIT
S-001	Mobilization	Lump Sum

END OF ITEM S-001

Item S-002 Demolition

S-001.1 DESCRIPTION. This item includes the demolition of the existing lighting equipment, signs and conductors.

S-001.2 BASIS OF PAYMENT.

Payment will be made at the contract lump sum price for removal and relocation of the existing lighting, lighting control system equipment, and removal of existing lighting, bases. This price shall be full compensation for saw cutting, materials removal and subsequent repair of pavement, for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

ITEM NO.	PAY ITEM	PAY UNIT
S-002	Demolition	Lump Sum

END OF SECTION S-002

ITEM S005 CONSTRUCTION LAYOUT

The Contractor will be responsible for establishing all lines and grades and staking out all work on this project, including establishing sufficient vertical and horizontal points for utility location. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the work. If the Contractor works from intermediate bench marks shown on the plans, he is cautioned against accepting the values shown without checking against the bench mark established by the owner for vertical control on this project.

The Contractor shall employ sufficient qualified engineering personnel experienced in layout to correctly establish and keep complete and comprehensive records of all lines and grades necessary from initial layout to final acceptance. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair or make good any portion of the work found to be incorrectly position either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Owner's Representative immediately of any apparent errors in the plans.

The Owner's Representative may, at his option, make either spot or complete checks on all construction alignment and grades to determine the correctness of the survey work; however, these checks will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or approved revisions thereto.

Payment will be made under:

Item No.	Pay Item	Pay Unit
S005	Construction Layout	Lump Sum

END ITEM S005

**PLANS OF PROPOSED
CITY OF HATTIESBURG
BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 LIGHTING IMPROVEMENTS**

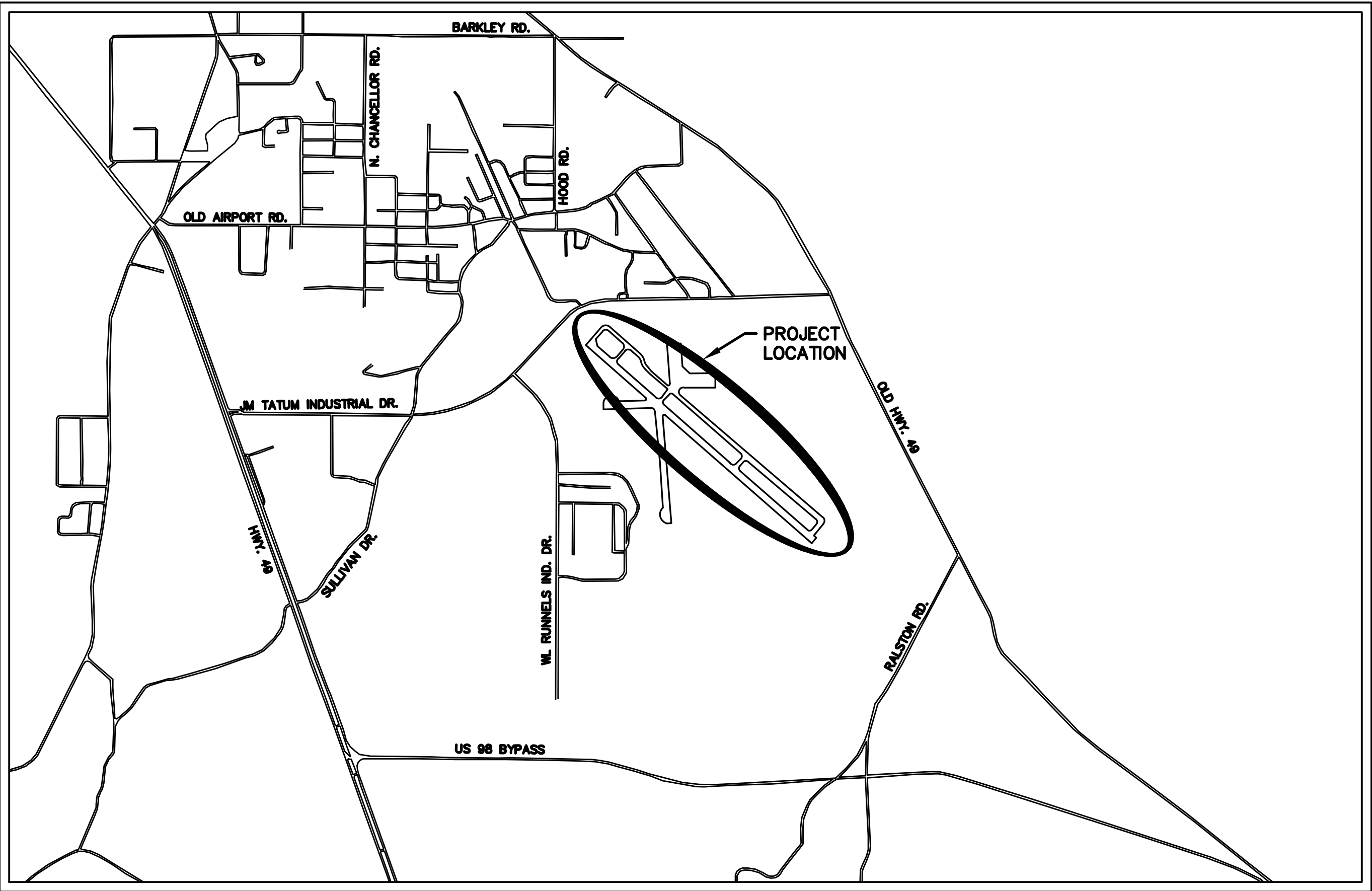
**CITY OF HATTIESBURG, MISSISSIPPI
FORREST COUNTY**

AIP NO. 3-28-0031-0029-2021

APRIL 2021

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	AIRPORT LAYOUT PLAN, GENERAL NOTES & SUMMARY OF QUANTITIES
3	AIRPORT SAFETY & CONSTRUCTION SEQUENCE PLAN
4	SITE PLAN POWER AND LIGHTING DEMOLITION
5	PARTIAL SITE PLAN LIGHTING
6	PARTIAL SITE PLAN LIGHTING
7	SITE PLAN-POWER
8	EQUIPMENT SHELTER FLOOR – ELECTRICAL
9	EQUIPMENT SHELTER ELEVATIONS
10	EQUIPMENT SHELTER ELEVATIONS
11	DETAILS
12	DETAILS
13	DETAILS
14	DETAILS



LOCATION MAP

TYPE OF CONSTRUCTION: UNDERGROUND ELECTRICAL, AIRFIELD LIGHTING, SIGNAGE, PREFABRICATED VAULT,
FOUNDATION FOR EQUIPMENT

SCHEDULE OF REVISIONS

DATE	RECOMMENDED	DATE	REVISION	DATE	APPROVED

MAYOR
TOBY BARKER

CITY COUNCIL
JEFFREY GEORGE, WARD 1
DEBORAH DELGADO, WARD 2
CARTER CARROLL, WARD 3
MARY DRYDEN, WARD 4
NICHOLAS BROWN, WARD 5

SUBMITTED BY:



AVIATION FACILITY PLANNING, DESIGN, & MANAGEMENT

2010 Oak Grove Road, Building 4, Suite 1

Hattiesburg, MS 39402

Phone: (601) 408-7829 | www.areconsults.com

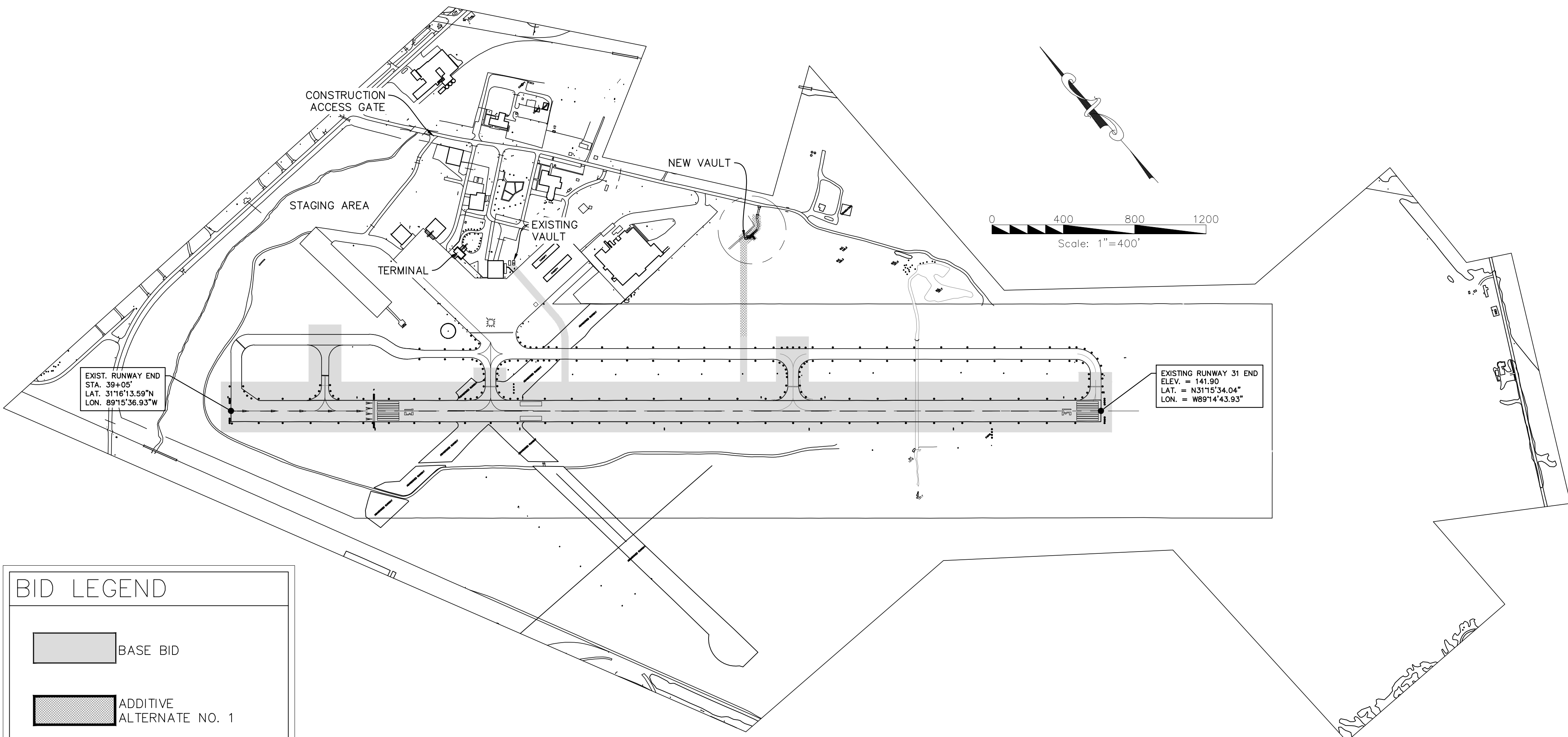
a division of FORD ENGINEERING SERVICES, PLLC



THOMAS G. SANDERS, PE
MISSISSIPPI STATE P.E. No. 16030

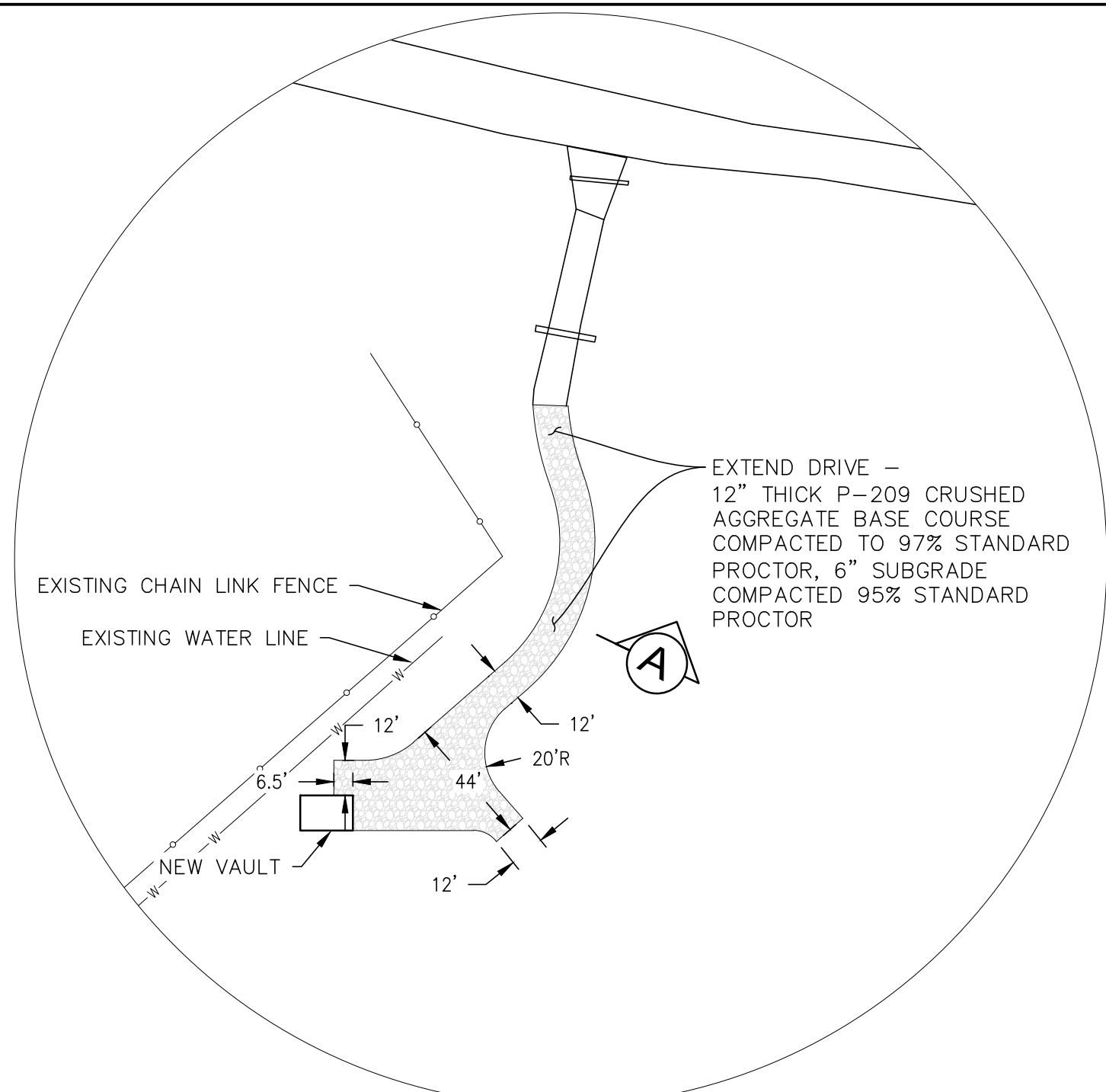


JOEL FORD, PE
P.E. No. 13363

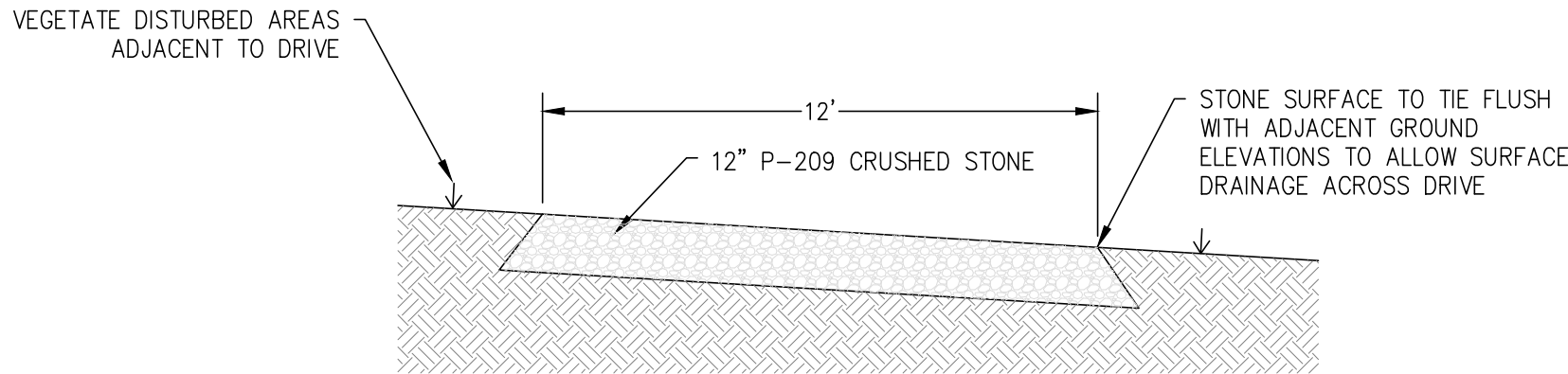
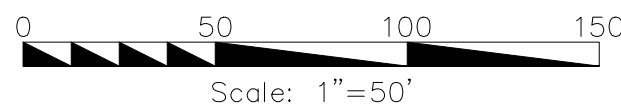


BID LEGEND	
	BASE BID
	ADDITIVE ALTERNATE NO. 1

AIRPORT LAYOUT PLAN



ADDITIVE ALTERNATE No. 1



SECTION 'A' – THRU DRIVE
N.T.S.

GENERAL NOTES

1. CALL "MS ONE CALL" AT 1-800-227-6477 AND UTILITY COMPANIES.
2. CONTRACTOR SHALL FIELD VERIFY LOCATION AND GRADE OF ALL PROPOSED IMPROVEMENTS. CONFLICTS OR DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
3. CONTRACTOR SHALL REPAIR DAMAGE TO EXISTING PAVEMENT, WALKS AND OTHER FACILITIES CAUSED BY CONSTRUCTION AT NO ADDITIONAL PAY.
4. ALL REQUIRED CONSTRUCTION SIGNS, BARRICADES, AND WORK ZONE TRAFFIC CONTROL SHALL COMPLY WITH FEDERAL AVIATION ADMINISTRATION REQUIREMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED EARTH AREAS TO AN EQUAL OR BETTER CONDITION THAN THE EXISTING GROUND COVER PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR IS TO IMPLEMENT BEST-MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES TO CONTROL RUNOFF FROM CONSTRUCTION. CONTRACTOR SHALL SUPPLY AND INSTALL SILT FENCES, WATTLIES, CHECK DAMS, SILTING BASINS, OR A COMBINATION THEREOF, TO COMPLY WITH EPA STORM-WATER REGULATIONS AND / OR AT THE FIELD ENGINEER'S DIRECTION.
7. ALL EXCESS EXCAVATION AND DEBRIS CREATED BY CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. CONTRACTOR SHALL KEEP ALL ADJACENT PUBLIC STREETS AND DRIVEWAYS FREE OF MUD AND OTHER DEBRIS DURING CONSTRUCTION.
8. MINOR SHOULDER GRADING FOR POSITIVE DRAINAGE AWAY FROM REQUIRED LIGHTS WILL BE PAID AS P-152 EXCAVATION AND EMBANKMENT.

EROSION CONTROL

REQUIRED CONTINUOUS SILT FENCE 100 FEET FROM AIRFIELD PAVEMENT EDGE (BASE BID) AND 10' FROM VAULT DRIVE EDGE (ADDITIVE ALTERNATE NO. 1) AND 15' EITHER SIDE OF HOME RUNS, IN ALL CASES. **NO DIRECT PAY**

DEFINITION

TEMPORARY BARRIER FENCE MADE OF BURLAP OR POLYPROPYLENE MATERIAL WHICH IS WATER PERMEABLE BUT WILL TRAP WATER-BORNE SEDIMENT.

PURPOSE

TO INTERCEPT AND DETAIN WATER-BORNE SEDIMENT FROM UNPROTECTED AREA OF LIMITED EXTENT.

CONDITIONS WHERE PRACTICE APPLIES

SILT FENCE IS USED DURING THE PERIOD OF CONSTRUCTION NEAR THE PERIMETER OF A DISTURBED AREA TO INTERCEPT SEDIMENT WHILE ALLOWING WATER TO PER-COLATE THROUGH. THIS FENCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. SILT FENCE SHOULD NOT BE USED WHERE THERE IS A CONCENTRATION OF WATER IN A CHANNEL OR OTHER DRAINAGE WAY.

DESIGN CRITERIA

SILT FENCE SHALL NOT BE CONSTRUCTED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING EASEMENTS FROM THE AFFECTED PROPERTY OWNERS. A DESIGN IS NOT REQUIRED FOR THE INSTALLATION OF SILT FENCE, HOWEVER THE FOLLOWING CRITERIA SHALL BE OBSERVED:

- DRAINAGE AREA – LESS THAN 2 ACRES
- HEIGHT – 36 INCH MINIMUM HEIGHT MEASURED FROM THE EXISTING OR GRADED GROUND.
- MATERIAL – BURLAP WEIGHING APPROXIMATELY 7-1/2 OUNCES PER SQUARE YARD OR APPROVED JUTE FABRIC OR GEOTEXTILE FABRIC.
- SUPPORT – STEEL OR WOOD FENCE POSTS SPACED A MAXIMUM OF 8 FEET APART. POST SHALL HAVE A MINIMUM LENGTH OF 5 FEET AND BE SET AT LEAST 18 INCHES DEEP. WOVEN LIVESTOCK WIRE TO SUPPORT THE MATERIAL SHALL BE AT LEAST 36 INCH HIGH WITH A MAXIMUM MESH OPENING OF 6 INCHES AND FABRICATED FROM 14 GAGE WIRE OR LARGER.

OUTLET

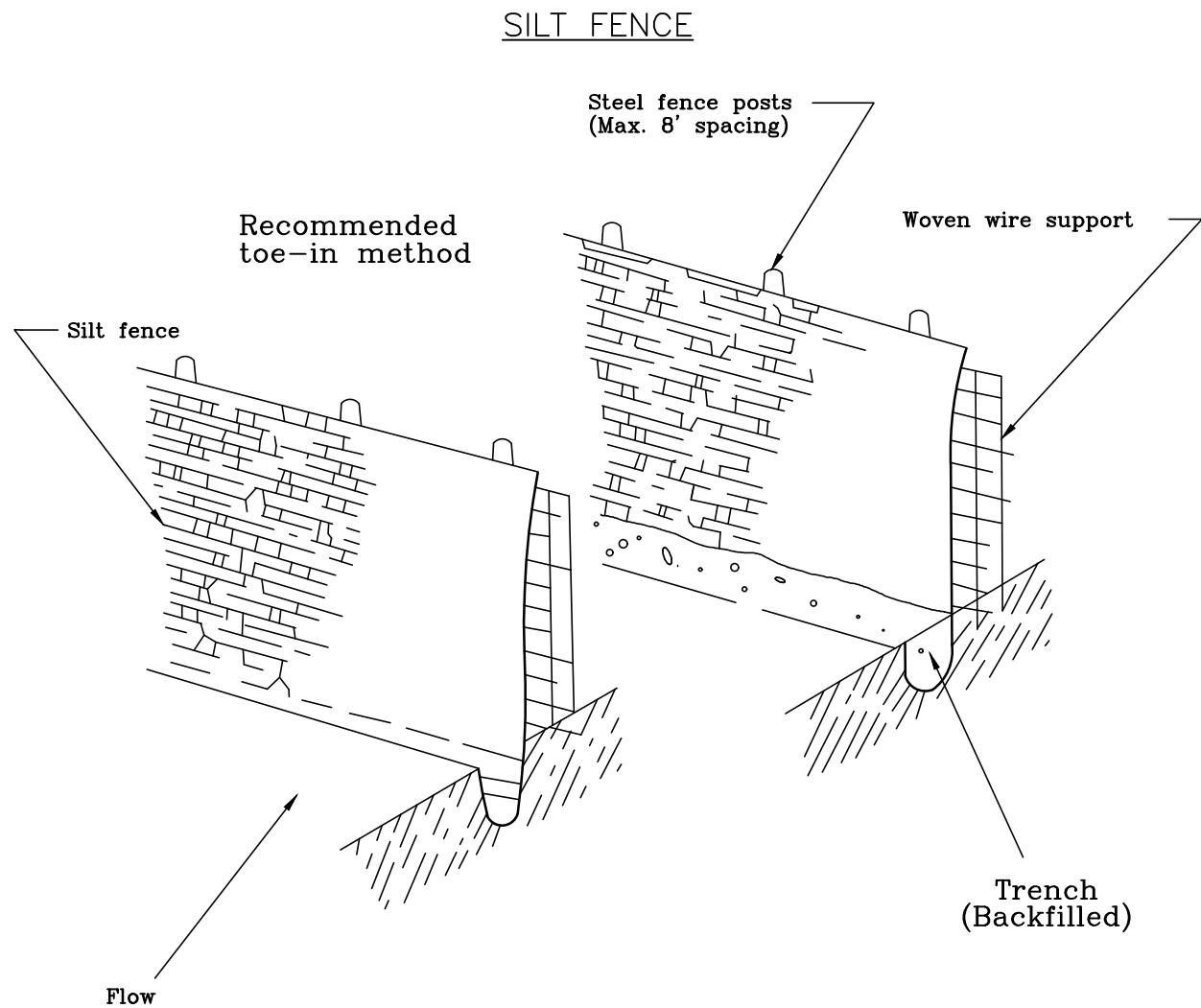
SILT FENCE SHALL BE PLACED AND CONSTRUCTED IN SUCH A MANNER THAT RUNOFF FROM A DISTURBED OR EXPOSED UPLAND AREA SHALL BE INTERCEPTED, SEDIMENT TRAPPED AND THE SURFACE RUNOFF ALLOWED TO PERCOLATES THROUGH THE STRUCTURE.

SILT FENCE SHALL BE PLACED IN SUCH A MANNER THAT SURFACE RUNOFF WHICH PERCOLATES THROUGH WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET. IF PLACED IN SERIES, THE FURTHERST DOWNSTREAM FENCE WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET.

GENERAL NOTES

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH SHOULD BE A MINIMUM OF 6 INCHES DEEP AND 3-4 FEET WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.
5. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES AND DISPOSED OF IN AN APPROVED SPOIL SITE OR AS IN NO. 7 ABOVE.

* TO BE REMOVED BY CONTRACTOR WHEN PERMANENT EROSION MEASURED ARES DEEMED TO BE EFFECTIVE.



SUMMARY OF QUANTITIES				
BID SCHEDULE				
RUNWAY 13-31 LIGHTING IMPROVEMENTS				
Item	Description	Quantity (BASE BID)	Quantity (ADDITIVE ALTERNATE No.1)	Unit
P-152-4.1	Unclassified Excavation	400	200	C.Y.
P-209	Crushed Aggregate Base Course		150	C.Y.
I-3.2	Additional Insurance Premium	1		LUMP SUM
L-108-5.2a	Underground Cable #8 AWG L-824C 5KV, installed in duct or conduit	18,400	4,800	L.F.
L-108-5.3	No. 6 AWG, Solid, Bare Counterpoise Wire, direct buried, Including Ground Roads, Exothermic welding and ground connectors	18,400	4,800	L.F.
L-108-5.4	Insulated #6 AWG safety Ground, installed with lighting conductors in Duct bank or Conduit	18,400	4,800	L.F.
L-109-5.1	Furnish pre-fabricated concrete lighting vault, complete in place		1	LUMP SUM
L-110-5.1	Non-encased Electrical Duct Bank, 2" PVC Schedule 40	18,400	4,800	L.F.
L-110-5.2	Concrete Encased Electrical Conduit, 4" PVC Schedule 80	892	180	L.F.
L-110-5.3	2" PVC Schedule 40, in Duct	892	180	L.F.
L-115-5.1	Electrical Manholes	2		EA.
L-115-5.2	Electrical Junction Structure	2		EA.
L-125-5.1	New Medium Intensity elevated base mount LED runway edge light, all in place - with maintenance pad	60		EA.
L-125-5.3a	Directional guidance sign replaced with new maintenance pad - panel 1	2		EA.
L-125-5.3b	Directional guidance sign replaced with new maintenance pad - panel 2	12		EA.
L-125-5.3c	Directional guidance sign replaced with new maintenance pad - panel 3	8		EA.
L-828	Regulator	2		EA.
S001	Mobilization	1		LUMP SUM
S002	Demolition	1		LUMP SUM
S005	Construction Layout	1		LUMP SUM

DRAWING DISCLAIMER
THIS DRAWING HAS BEEN PREPARED FOR THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHALL NOT BE USED ON ANY PROJECT OTHER THAN THE ONE SPECIFICALLY LISTED ON THIS DRAWING AND IT SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN CONSENT FROM THE PREPARED. ANY VERSION OF THIS DRAWING WITHOUT AN ENGINEERING SEAL AFFIXED TO IT WITH A SIGNATURE AND DATE ACROSS THE SEAL SHALL BE CONSIDERED DRAFT AND SHALL NOT BE USED FOR PLANNING, CONSTRUCTION, OR FOR ANY OTHER OFFICIAL USE.

REVISIONS:	NO.	DATE	DESCRIPTION

PREPARED FOR:
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT

PROJECT:
RUNWAY 13-31 LIGHTING IMPROVEMENTS

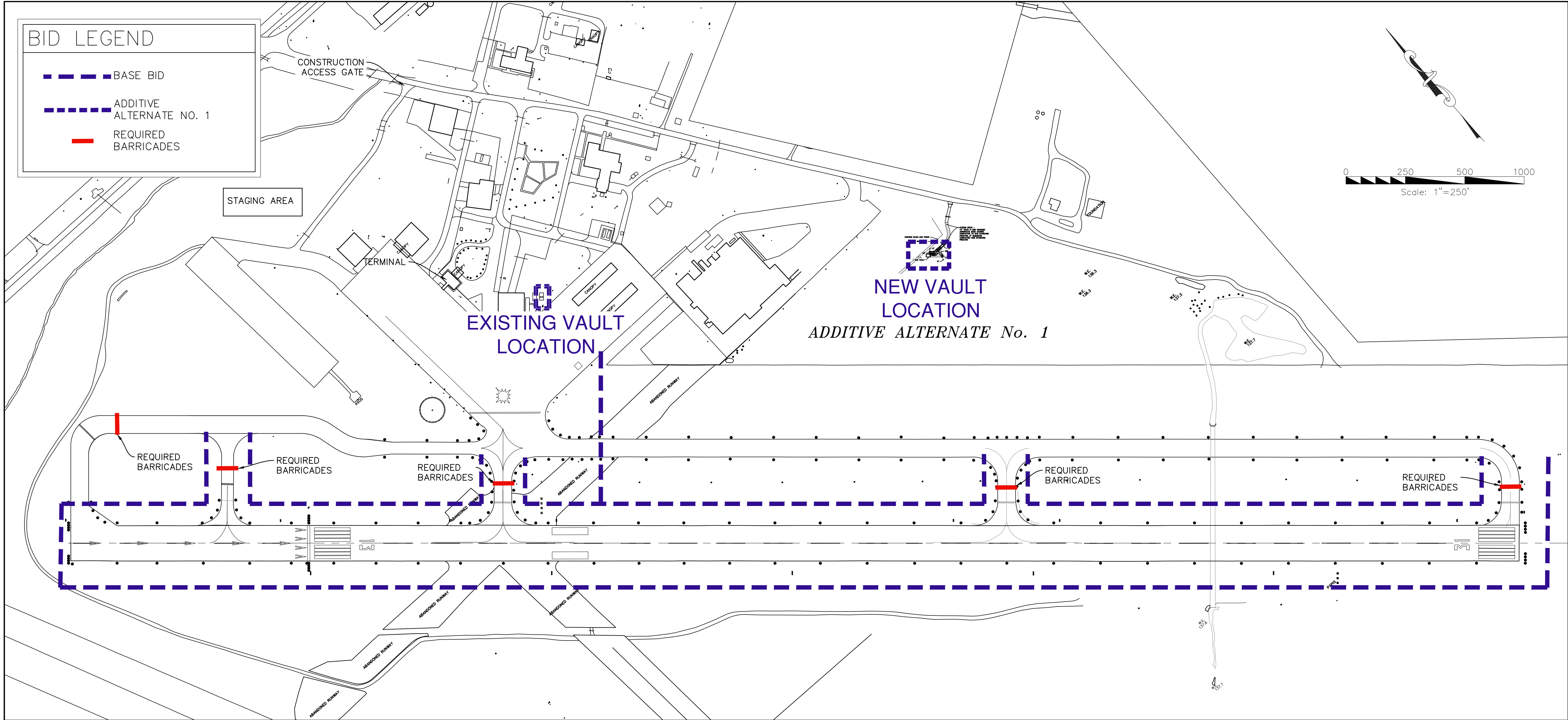
DRAWING NAME:
AIRPORT LAYOUT PLAN

PREPARED BY:
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AVIATION PLANNING, DESIGN & MANAGEMENT
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Phone: (601) 469-7827 | www.areconsults.com
a division of FORD ENGINEERING SERVICES, PLLC



DRAWING SCALE: AS SHOWN
DRAWING DATE: 1-15-21
DESIGNED BY: W.S.B.
DRAWN BY: S.A.M.

DRAWING NO.



OVERALL PLAN

CONSTRUCTION CONTROL AND SAFETY NOTES

- THE RUNWAY IS TO REMAIN OPEN THROUGHOUT CONSTRUCTION WITH THE EXCEPTION OF CLOSING 45 DAYS MAXIMUM WHILE WORKING IN THE RUNWAY SAFETY AREA. IN THE EVENT THE RUNWAY MUST BE CLOSED DUE TO CONSTRUCTION, IT WILL BE CLOSED USING PROPER PROCEDURES AS DESCRIBED BY THE FAA. THIS WILL INCLUDE LIGHTED "X" OVER BOTH RUNWAY END IDENTIFICATION MARKINGS. THE CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER OR HIS DESIGNATED REPRESENTATIVE FOR POSTING OF NOTAMS TO THE FAA AND FLIGHT SERVICES. THIS WILL INCLUDE CLOSURE AND NOTIFICATION OF CLOSURE TO ILS SYSTEMS OF THE AIRPORT.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL REQUIREMENTS APPLICABLE TO AIRPORT CONSTRUCTION AND COOPERATE WITH THE ENGINEER IN MAINTAINING A SAFE CONSTRUCTION SITE.
- IT IS A GENERAL REQUIREMENT OF THIS PROJECT THAT THE CONTRACTOR BECOME FAMILIAR WITH ALL SECURITY ASPECTS AND RECOGNIZES THAT FROM TIME-TO-TIME THE OWNER MAY REVISE OR MODIFY THIS PROGRAM TO ENSURE SAFETY OR TO MEET FEDERAL REGULATIONS.
- WHERE SECURITY GATES ARE TO BE INSTALLED OR USED PRIMARILY BY THE CONTRACTOR, SPECIFIC GUIDELINES MUST BE FOLLOWED.
- THE CONTRACTOR WILL STRICTLY CONFINE THE ACTIVITIES OF ALL PERSONNEL AND EQUIPMENT TO THE WORK AREAS INDICATED FOR THIS CONTRACT.
- THE SAFETY OF THE PROJECT IS THE ULTIMATE RESPONSIBILITY OF THE CONTRACTOR AND THIS KNOWLEDGE MUST BE DEMONSTRATED BY SUBMITTING A SCHEDULE AND DETAILED SAFETY PLAN USING THIS DOCUMENT AS A MINIMUM GUIDELINE FOR APPROVAL BY THE CONSULTING ENGINEER BEFORE CONSTRUCTION.
- THE FIELD ENGINEER RESERVES THE RIGHT TO MODIFY THESE SAFETY GUIDELINES AS DEEMED NECESSARY TO HOLD AIRPORT/AIRCRAFT SAFETY AND QUALITY CONTROL TO THE HIGHEST STANDARD.
- THE CONTRACTOR SHALL PAY PARTICULAR ATTENTION TO THE DUST AND SMOKE CONTROL REQUIREMENTS OF THIS CONTRACT. THE OPERATIONS OF RUNWAYS, TAXIWAYS, AND ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST AND SMOKE. THE ENGINEER RESERVES THE RIGHT TO STOP GRADING, HAULING, OR OTHER WORK IF NECESSARY TO BRING UNDER CONTROL THE DUST OR SMOKE SITUATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND SMOKE CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG ANY ROADWAYS USED BY EQUIPMENT AND VEHICLES. FAILURE TO CONTROL DUST AND SMOKE MAY RESULT IN PROJECT SUSPENSION.
- ALL TRAFFIC WILL BE STRICTLY DIRECTED TO NOT TRAVEL ON THE RUNWAY PAVEMENT.
- THE CONTRACTOR SHALL FULLY MOBILIZE A SUFFICIENT NUMBER OF WATER TRUCKS ON SITE. THESE WATER TRUCKS WILL BE USED CONTINUOUSLY FOR DUST CONTROL. AS ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST, ALL WATERING WILL BE DIRECTED BY THE CONTRACTOR AND OVERSEEN BY THE FIELD ENGINEER.
- THE MOISTURE CONTENT OF THE EMBANKMENT IN PLACE WILL REQUIRE CONTINUOUS MODIFICATION FOR OBTAINING THE REQUIRED DENSITY AND ALSO FOR DUST CONTROL.
- THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE AIRPORT AT NIGHT AND ENSURING BARRICADES ARE IN PLACE AND LIGHTS ARE FUNCTIONING.
- ALL SYSTEMS TESTING MUST BE SUPERVISED OR APPROVED BY THE FIELD ENGINEER AND/OR A DESIGNATED REPRESENTATIVE.
- THE LOCATION AND SIZE OF THE CONTRACTOR'S STAGING AREAS IS SHOWN FOR REFERENCE ONLY. THE ACTUAL SIZE AND EXACT LOCATION WILL BE ESTABLISHED PRIOR TO CONSTRUCTION. THE FOLLOWING REQUIREMENTS WILL APPLY, HOWEVER:
 - ALL OF THE CONTRACTOR'S ACTIVITY WILL BE STAGED FROM THIS AREA. ALL FIELD OFFICE AND EMPLOYEE PARKING WILL BE WITHIN THE STAGING AREA OUTSIDE THE AIRPORT SECURITY AS SHOWN.
 - FENCING AROUND THE PROPOSED STAGING AREA IS SUGGESTED BUT NOT MANDATORY. SUCH FENCING SHALL BE CONSIDERED TEMPORARY AND WILL NOT BE MEASURED FOR PAVEMENT.
 - THE CONTRACTOR MAY DO SOME GRADING AND DRAINAGE WORK TO ADAPT THE AREA TO SPECIFIC NEEDS. UPON COMPLETION OF THE WORK, HOWEVER, THE AREA WILL BE DRESSED, SEEDED, AND RESTORED TO ITS CONDITION PRIOR TO CONSTRUCTION ACTIVITIES.
 - THE CONTRACTOR SHALL SUBMIT A DETAILED PLAN LAYOUT OF THE STAGING AREA TO THE ENGINEER FOR REVIEW AND APPROVAL.
 - THE CONTRACTOR SHALL PROVIDE SIGNS, FABRICATED IN A COMMERCIAL SIGN SHOP, INDICATING THE NAME OF THE CONTRACTOR AND A MESSAGE DIRECTING ALL MATERIAL DELIVERIES TO THE STAGING AREA. THESE SIGNS SHALL BE LOCATED AT THE ENTRANCE TO THE STAGING AREA OFF THE PUBLIC ROADWAY. THE COST OF FABRICATING AND ERECTION OF THESE SIGNS SHALL BE INCLUDED IN OTHER ITEMS.
- PER THE FAA, PROVIDE AT LEAST 48 HOURS NOTICE TO THE AIRPORT MANAGER WHEN THERE IS A NEEDED NOTAM (NOTICE TO AIRMEN).

CONSTRUCTION SEQUENCE

- ESTABLISH CONTRACTOR STAGING AREA. MOBILIZE ALL EQUIPMENT. INSTALL EROSION CONTROL.
- COMPLETE ALL WORK THAT FALLS WITHIN THE RUNWAY SAFETY AREA.
- REOPEN MAIN RUNWAY.
- COMPLETE ALL OTHER WORK.
- CLEANUP AND REMOVAL OF EROSION CONTROL.

NOTE: THE CONTRACTOR SHALL MEET WITH AIRPORT OPERATIONS PERSONNEL PRIOR TO COMMENCING CONSTRUCTION TO IDENTIFY ONSITE UTILITIES AND OWNERSHIP OF UTILITIES FOR FUTURE LOCATION PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR DETAILED UTILITIES LOCATION IN ALL WORK AREAS.

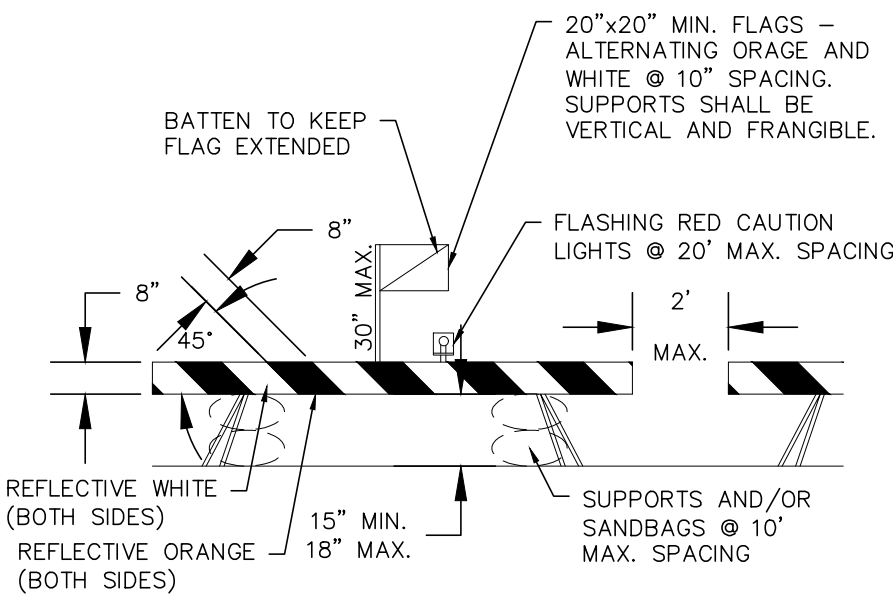
SEEDING, FERTILIZING & MULCHING NOTES:

- STORAGE, HANDLING, TRANSPORTATION AND DISTRIBUTION WILL BE AS DIRECTED BY FIELD ENGINEER.
- NO STRAW OR HAY SHALL BE ALLOWED TO BLOW AWAY FROM THE WORK AREAS OR ONTO THE RUNWAY.
- ANY TAR, MULCH, OR SEED THAT COVERS ANY ELECTRICAL ITEM OR OTHER EQUIPMENT WILL BE REMOVED THAT SAME DAY.
- ALL AIRPORT EQUIPMENT SHALL BE CLEANED OF ANY TURFING MATERIAL THE SAME DAY AS DIRECTED BY FIELD ENGINEER.

RUNWAY REOPENING

- REMOVE CROSSES.
- REMOVE LIGHTED BARRICADES.
- NOTIFY AIRPORT MANAGER OR HIS REPRESENTATIVE TO CANCEL THE NOTAM.
- CANCELLATION OF THE NOTAM.

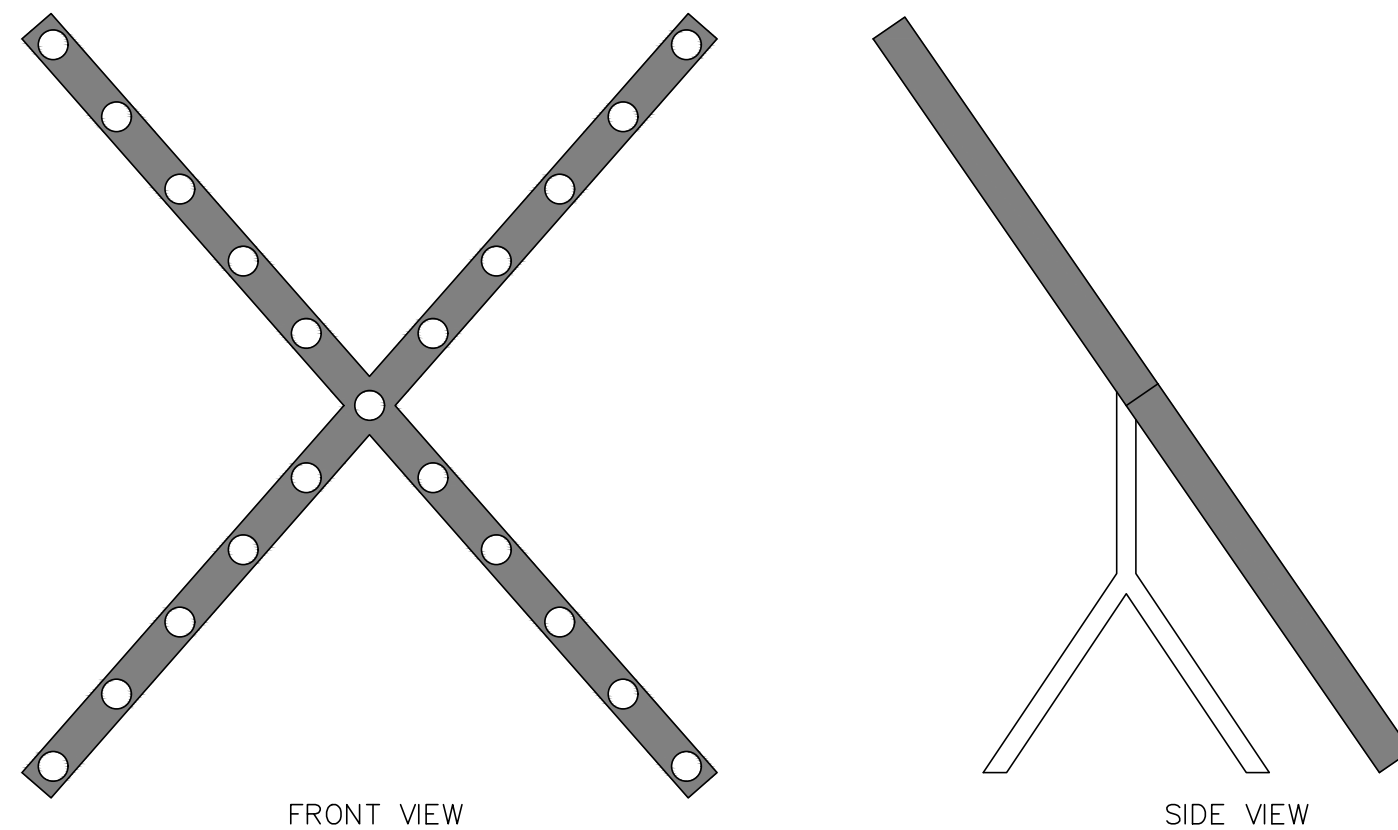
A CLOSED RUNWAY WILL NOT BE REOPENED UNTIL ALL EQUIPMENT AND WORK ARE FURTHER THAN 200 FT. FROM THE AFFECTED RUNWAY CENTERLINE.



TYPE 1 BARRICADE

N.T.S.

- NOTES:
- ALL BARRICADE MATERIALS AND CAUTION LIGHTS SHALL VONFORM TO THE STANDARDS SET FORTH IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
 - THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE REFLECTORIZED WITH SMOOTH SURFACE TYPE REFLECTIVE SHEETING.
 - BARRICADES SHALL BE PLACED CONTINUOUSLY ACROSS THE ENTIRE FACILITY TO BE CLOSED EXCEPT FOR 2 FOOT MAXIMUM GAPS AT STANDARD LENGTH PANEL ENDS.
 - THE BARRICADES SHALL BE WEIGHTED AGAINST PROPWASH AND CAPABLE OF WITHSTANDING UP TO 100 M.P.H. WIND FORCES.
 - FLASHING RED CAUTION LIGHTS SHALL BE BATTERY OPERATED AND SHALL MAINTAIN SUCH INTESITY SO AS TO BE READILY IDENTIFIED FROM DISTANCES OF AT LEAST 200 FT. DURING DARKNESS.
 - THE CONTRACTOR SHALL CHECK ALL BARRICADES AND LIGHTS EACH DAY BEFORE LEAVING THE AIRPORT TO ENSURE LIGHTS ARE WORKING PROPERLY AND MAY NOT LEAVE WITHOUT ALL BARRICADES AND LIGHTS BEING IN PROPER WORKING ORDER.
 - INES OF BARRICADES ARE REQUIRED AT EACH TAXIWAY ENTRANCE TO THE RUNWAY. A LINE CONSISTS OF 4 ABREAST, EVENLY SPACED ACROSS TAXIWAY. 4 LOCATIONS AS INDICATED ON SHEET 2.



PORTABLE ELEVATED RUNWAY CLOSURE MARKER

N.T.S.

- NOTES:
- THE PORTABLE RUNWAY CLOSURE MARKER (RCM) MUST BE TO FORM A LIGHTED X WHICH CONTAINS TWENTY-ONE (21) 83 WATT PAR 38HR BULBS.
 - THE LIGHTED X FORMED WHEN OPENED AND OPERATING WILL BE 20'-6" EACH CONTINUOUS LEG AND 14'-6" ON THE PERIPHERAL.
 - ILLUMINATION OF THE RCM WILL BE IN FLASHING MODE. THIS MUST BE CONTROLLED BY A SOLID STATE FLASHER.
 - THE RCM MUST BE ABLE TO WITHSTAND WINDS OF 40 MPH WHILE IN OPERATIONAL MODE. THIS MUST BE DOCUMENTED.
 - THE RUNWAY CLOSURE MARKER MUST BE DISCERNABLE FROM A DISTANCE OF 3 TO 5 MILES VFR DAYTIME AND A MINIMUM OF 6 MILES VFR NIGHTTIME. THESE DISTANCES MUST BE DETERMINED FROM AN AIRCRAFT USING A GPS. DOCUMENTS SUBSTANTIATING THESE TESTS SHALL BE PROVIDED BY AN INDEPENDENT THIRD PARTY.

DRAWING DISCLAIMER
THIS DRAWING HAS PREPARED FOR THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHALL NOT BE USED ON ANY PROJECT OTHER THAN THE ONE SPECIFICALLY LISTED ON THIS DRAWING AND IT SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN CONSENT FROM THE PREPARED. ANY VERSION OF THIS DRAWING WITHOUT AN ENGINEERING SEAL AFFIXED TO IT WITH A SIGNATURE AND DATE ACROSS THE SEAL SHALL BE CONSIDERED DRAFT AND SHALL NOT BE USED FOR PLANNING, CONSTRUCTION, OR FOR ANY OTHER OFFICIAL USE.

REVISIONS	NO.	DATE	DESCRIPTION

PREPARED FOR:
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT

PROJECT:
RUNWAY 13-31 LIGHTING IMPROVEMENTS

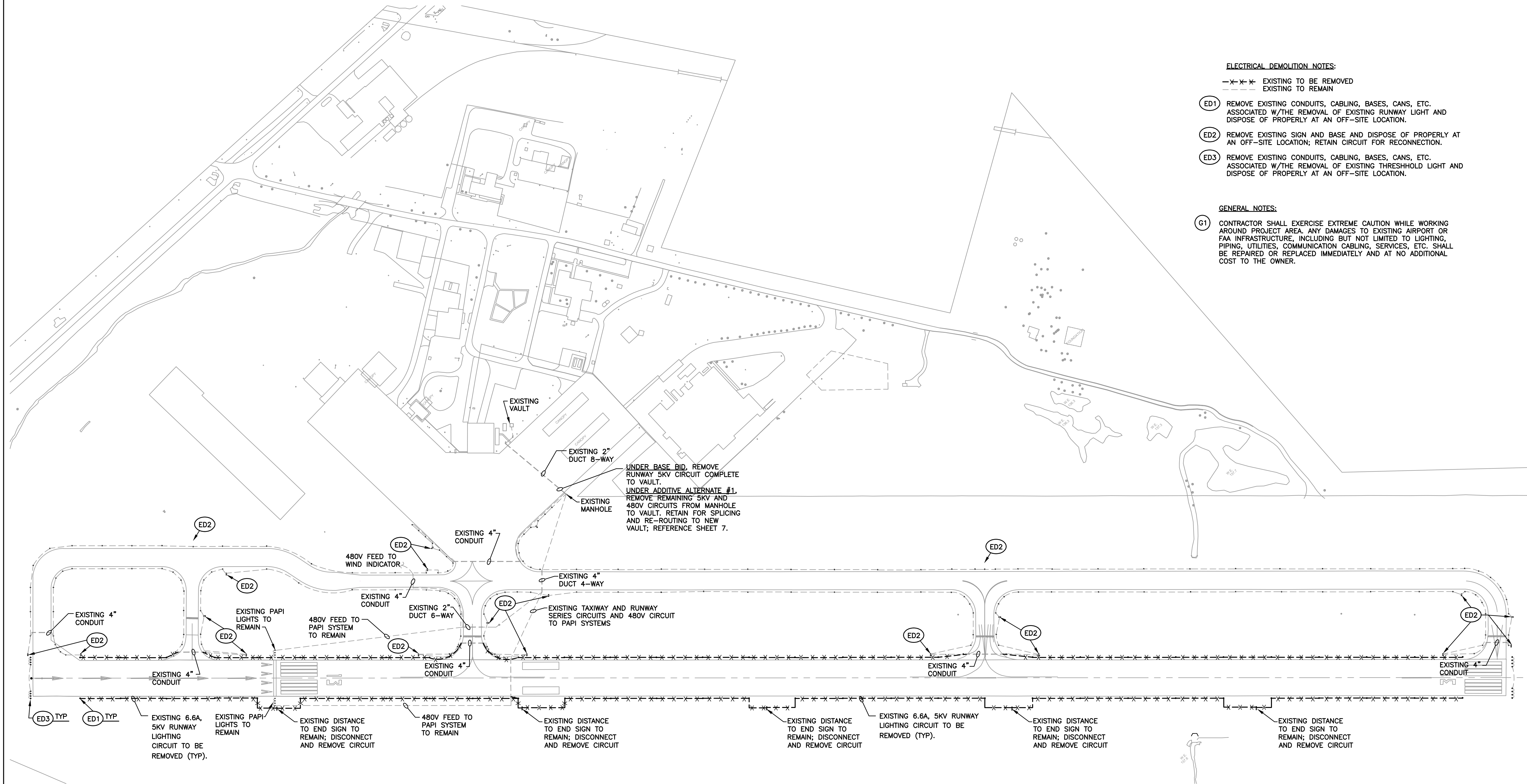
DRAWING NAME:
AIRPORT SAFETY & CONSTRUCTION SEQUENCE PLAN

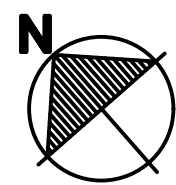
PREPARED BY:
ARE ENGINEERING CONSULTANTS
AVIATION PLANNING DESIGN, & MANAGEMENT
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Phone: (601) 608-7829 | www.areconsultants.com
a division of FORD ENGINEERING SERVICES, PLLC



DRAWING SCALE: 1" = 250'
DRAWING DATE: 1-15-21
DESIGNED BY: W.S.B.
DRAWN BY: J.M.O.

DRAWING NO.
3



 SITE PLAN – POWER AND LIGHTING DEMOLITION

ELECTRICAL DEMOLITION NOTES:

—x—x—x—x— EXISTING TO BE REMOVED
—x—x—x—x— EXISTING TO REMAIN

- (ED1) REMOVE EXISTING CONDUITS, CABLING, BASES, CANS, ETC. ASSOCIATED W/THE REMOVAL OF EXISTING RUNWAY LIGHT AND DISPOSE OF PROPERLY AT AN OFF-SITE LOCATION.
- (ED2) REMOVE EXISTING SIGN AND BASE AND DISPOSE OF PROPERLY AT AN OFF-SITE LOCATION; RETAIN CIRCUIT FOR RECONNECTION.
- (ED3) REMOVE EXISTING CONDUITS, CABLING, BASES, CANS, ETC. ASSOCIATED W/THE REMOVAL OF EXISTING THRESHHOLD LIGHT AND DISPOSE OF PROPERLY AT AN OFF-SITE LOCATION.

GENERAL NOTES:

- (G1) CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHILE WORKING AROUND PROJECT AREA. ANY DAMAGES TO EXISTING AIRPORT OR FAA INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO LIGHTING, PIPING, UTILITIES, COMMUNICATION CABLING, SERVICES, ETC. SHALL BE REPAIRED OR REPLACED IMMEDIATELY AND AT NO ADDITIONAL COST TO THE OWNER.

DRAWING DISCLAIMER
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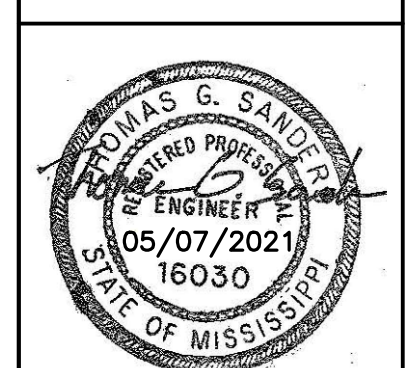
REVISIONS:	NO.	DATE	DESCRIPTION

PREPARED FOR:
**HATTIESBURG-BOBBY
L. CHAIN MUNICIPAL
AIRPORT**

PROJECT:
**RUNWAY 13-31
LIGHTING
IMPROVEMENTS**

DRAWING NAME:
**SITE PLAN
POWER AND LIGHTING
DEMOLITION**

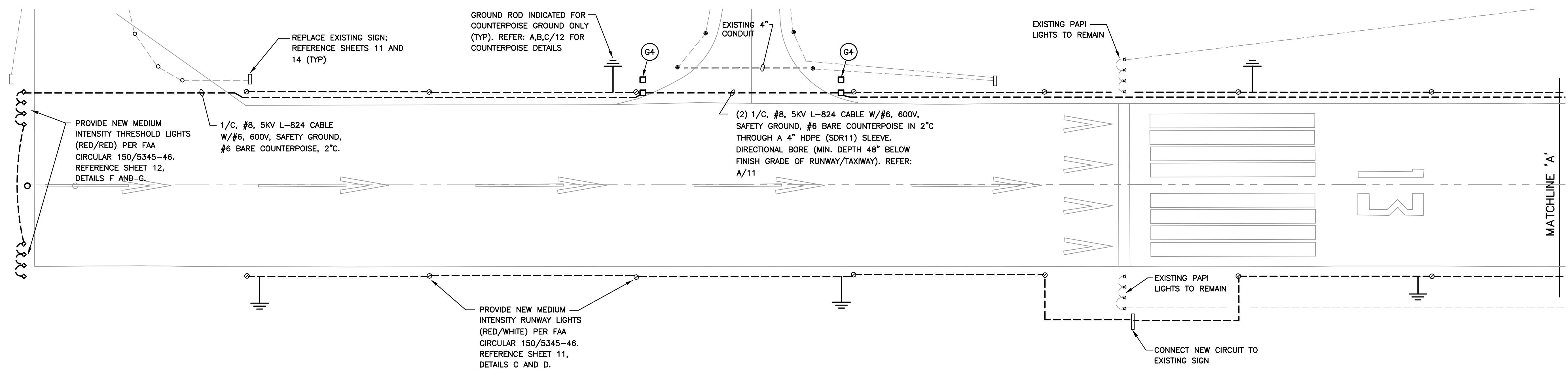
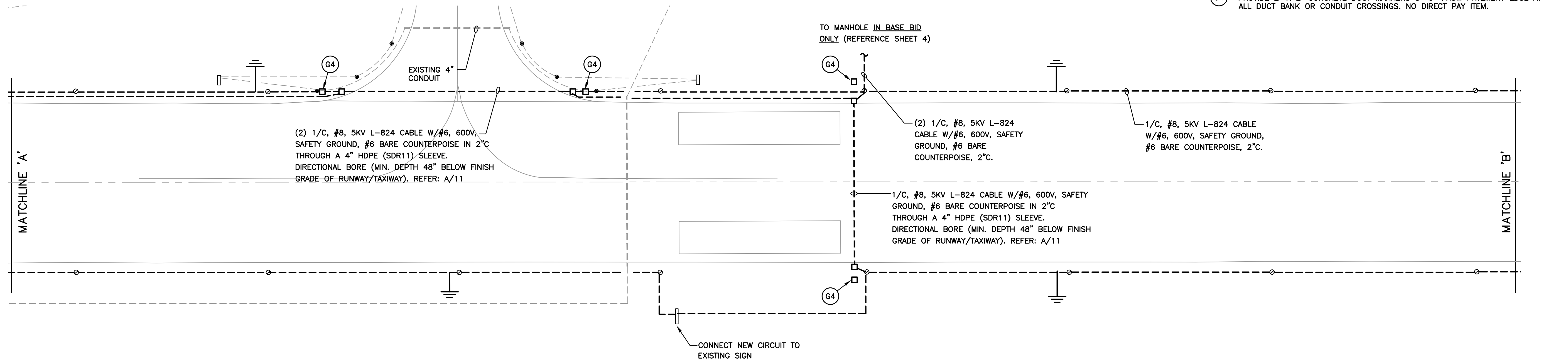

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DRAWING SCALE: 1" = 200'
DRAWING DATE: 04-28-21
DESIGNED BY: LW
DRAWN BY: LW

DRAWING NO.
4


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SHREVEPORT, LOUISIANA 71106**
318 425 4500
LOUISIANA Registered Engineering Firm #EF-5818
TEXAS Registered Engineering Firm #F-893
5-179-1813-001
SUBMISSION OF SD WILL BE CONSIDERED ACKNOWLEDGMENT THAT THE CONTRACTOR HAS VISITED THE SITE AND HAS VERIFIED ALL EXISTING JOB CONDITIONS AND INCLUDED ANY NECESSARY MODIFICATION TO EXISTING AND NEW WORK REQUIRED FOR INSTALLATION OF A COMPLETE AND WORKING SYSTEM.



PARTIAL SITE PLAN – LIGHTING

SCALE: 1"=50'-0"

- GENERAL NOTES:**
- G1 CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL UNDERGROUND UTILITIES/ie UNDERGROUND AIRFIELD LTG CKT CONDUCTORS, ETC PRIOR TO EXCAVATION OR TRENCHING. HAND EXCAVATE NEAR AND AROUND EXTG U/G AIRFIELD LTG CKT CONDUCTORS. ANY DAMAGED U/G UTILITIES SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTORS EXPENSE.
 - G2 THE COUNTERPOISE CONDUCTOR IS NOT SHOWN FOR CLARITY. REFERENCE DETAILS "A" & "B" ON SHEET 14. THE BARE #6AWG CONDUCTOR IS INSTALLED IN ITS OWN TRENCH 8" BELOW GRADE, HALF WAY BETWEEN THE RUNWAY AND TAXIWAY AND THE LTG CKT CONDUCTORS WHEN RUN ADJACENT TO A RUNWAY OR TAXIWAY. THE COUNTERPOISE IS RUN IN THE SAME TRENCH WITH THE LTG CKT CONDUCTORS WHEN RUN UNDER A RUNWAY/TAXIWAY OR HOMERUN TO AIRFIELD LTG VAULT, GROUND RODS ARE ALSO INSTALLED 500' (FT) APART ON THE COUNTERPOISE SYSTEM. THE COUNTERPOISE TERMINATES WITH A GROUND ROD ON EACH SIDE OF A DUCT CROSSING. REFERENCE A/C 150/5340-30.
 - G3 PROVIDE DIRECTIONAL BORING BENEATH TAXIWAY/RUNWAY, INCLUDED AS A NO-DIRECT PAY ITEM.
 - G4 PROVIDE 2' X 2' CONCRETE DUCT MARKERS 5'-0" FROM PAVEMENT EDGE AT ALL DUCT BANK OR CONDUIT CROSSINGS. NO DIRECT PAY ITEM.

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NO.	DATE	DESCRIPTION

PREPARED FOR: **HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT**

PROJECT: **RUNWAY 13-31 LIGHTING IMPROVEMENTS**

DRAWING NAME: **PARTIAL SITE PLAN LIGHTING**

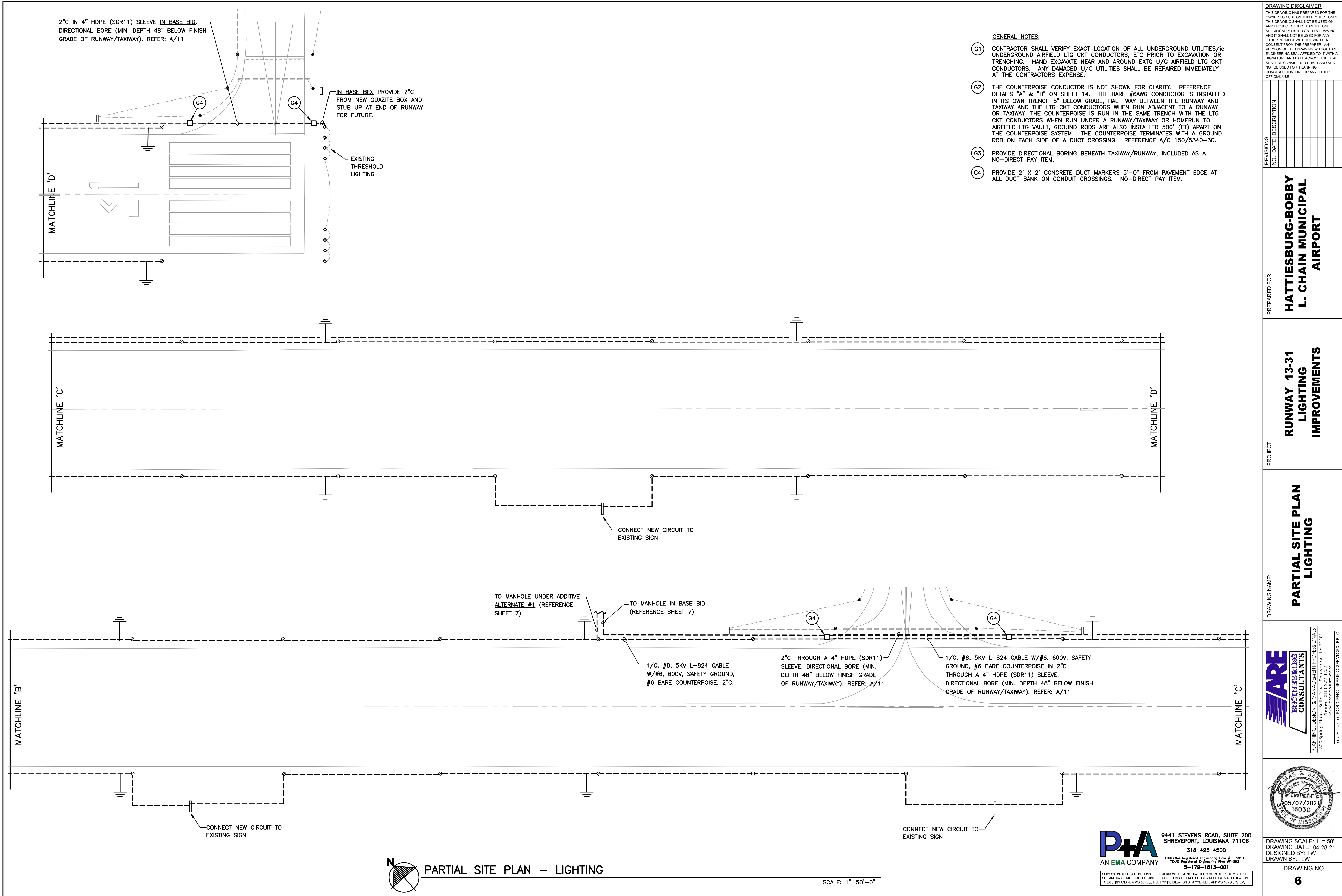
ARE ENGINEERING CONSULTANTS
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800 Spring Street, Suite 200, Hattiesburg, MS 39301, LA 7101
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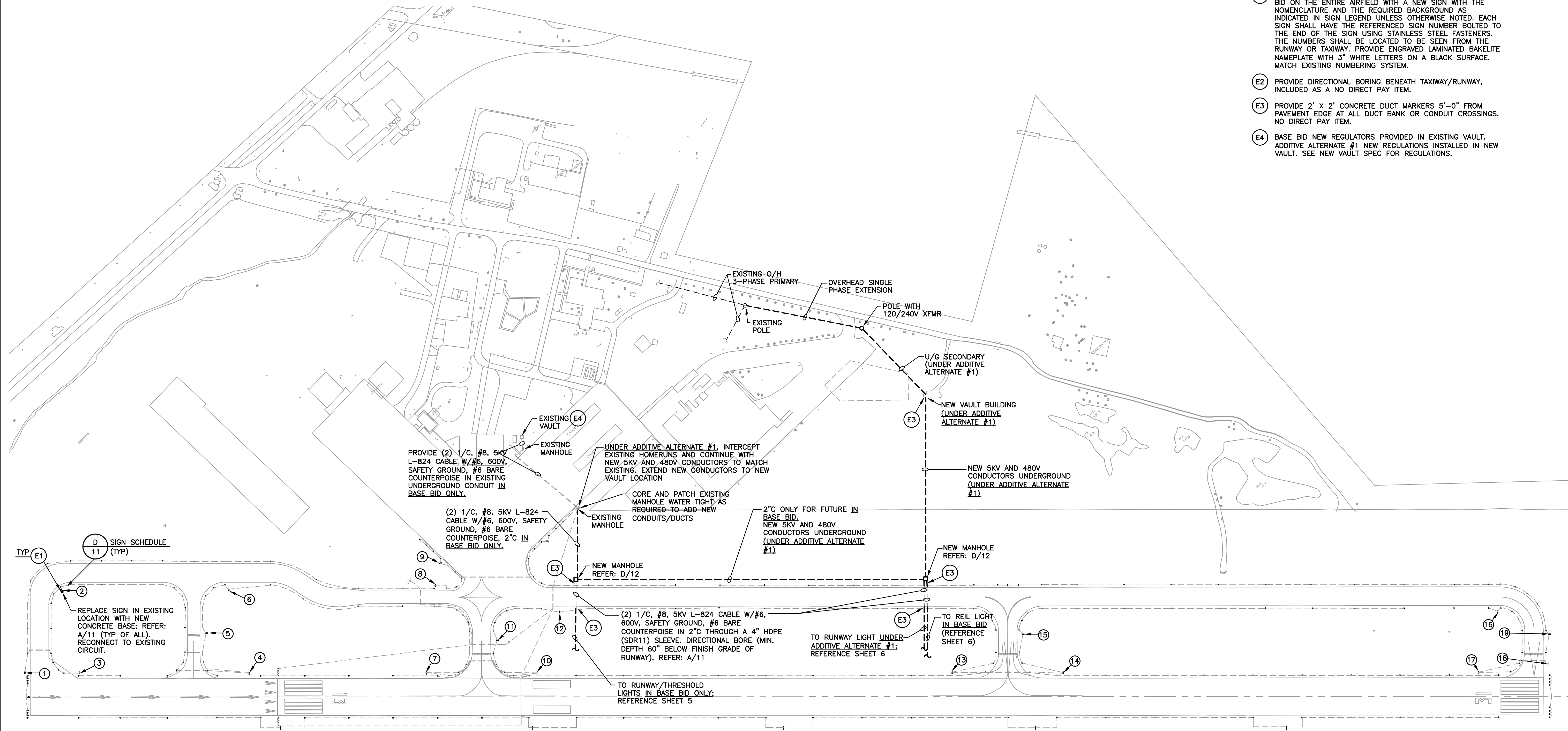
THOMAS G. SANDERS
REGISTERED PROFESSIONAL ENGINEER
05/07/2021
16030
STATE OF MISSISSIPPI

P+A
AN EMA COMPANY
9441 STEVENS ROAD, SUITE 200
SHREVEPORT, LOUISIANA 71106
318 425 4500
LOUISIANA Registered Engineering Firm #EF-5818
TEXAS Registered Engineering Firm #F-893
5-179-1813-001

SUBMISSION OF SD WILL BE CONSIDERED ACKNOWLEDGMENT THAT THE CONTRACTOR HAS VISITED THE SITE AND HAS VERIFIED ALL EXISTING JOB CONDITIONS AND INCLUDED ANY NECESSARY MODIFICATION TO EXISTING AND NEW WORK REQUIRED FOR INSTALLATION OF A COMPLETE AND WORKING SYSTEM.

DRAWING SCALE: 1"= 50'
DRAWING DATE: 04-28-21
DESIGNED BY: LW
DRAWN BY: LW
DRAWING NO. **5**





SITE PLAN - POWER

ELECTRICAL NOTES:

- E1 CONTRACTOR SHALL REPLACE EACH DIRECTIONAL SIGN IN BASE BID ON THE ENTIRE AIRFIELD WITH A NEW SIGN WITH THE NOMENCLATURE AND THE REQUIRED BACKGROUND AS INDICATED IN SIGN LEGEND UNLESS OTHERWISE NOTED. EACH SIGN SHALL HAVE THE REFERENCED SIGN NUMBER BOLTED TO THE END OF THE SIGN USING STAINLESS STEEL FASTENERS. THE NUMBERS SHALL BE LOCATED TO BE SEEN FROM THE RUNWAY OR TAXIWAY. PROVIDE ENGRAVED LAMINATED BAKELITE NAMEPLATE WITH 3" WHITE LETTERS ON A BLACK SURFACE. MATCH EXISTING NUMBERING SYSTEM.
- E2 PROVIDE DIRECTIONAL BORING BENEATH TAXIWAY/RUNWAY, INCLUDED AS A NO DIRECT PAY ITEM.
- E3 PROVIDE 2' X 2' CONCRETE DUCT MARKERS 5'-0" FROM PAVEMENT EDGE AT ALL DUCT BANK OR CONDUIT CROSSINGS. NO DIRECT PAY ITEM.
- E4 BASE BID NEW REGULATORS PROVIDED IN EXISTING VAULT. ADDITIVE ALTERNATE #1 NEW REGULATIONS INSTALLED IN NEW VAULT. SEE NEW VAULT SPEC FOR REGULATIONS.

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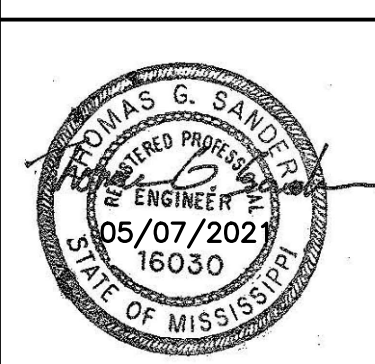
REVISIONS:	NO.	DATE	DESCRIPTION

PREPARED FOR:
HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT

PROJECT:
RUNWAY 13-31 LIGHTING IMPROVEMENTS

DRAWING NAME:
SITE PLAN-POWER

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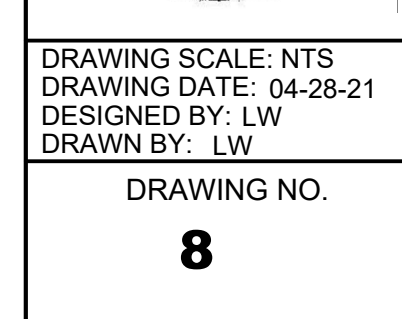


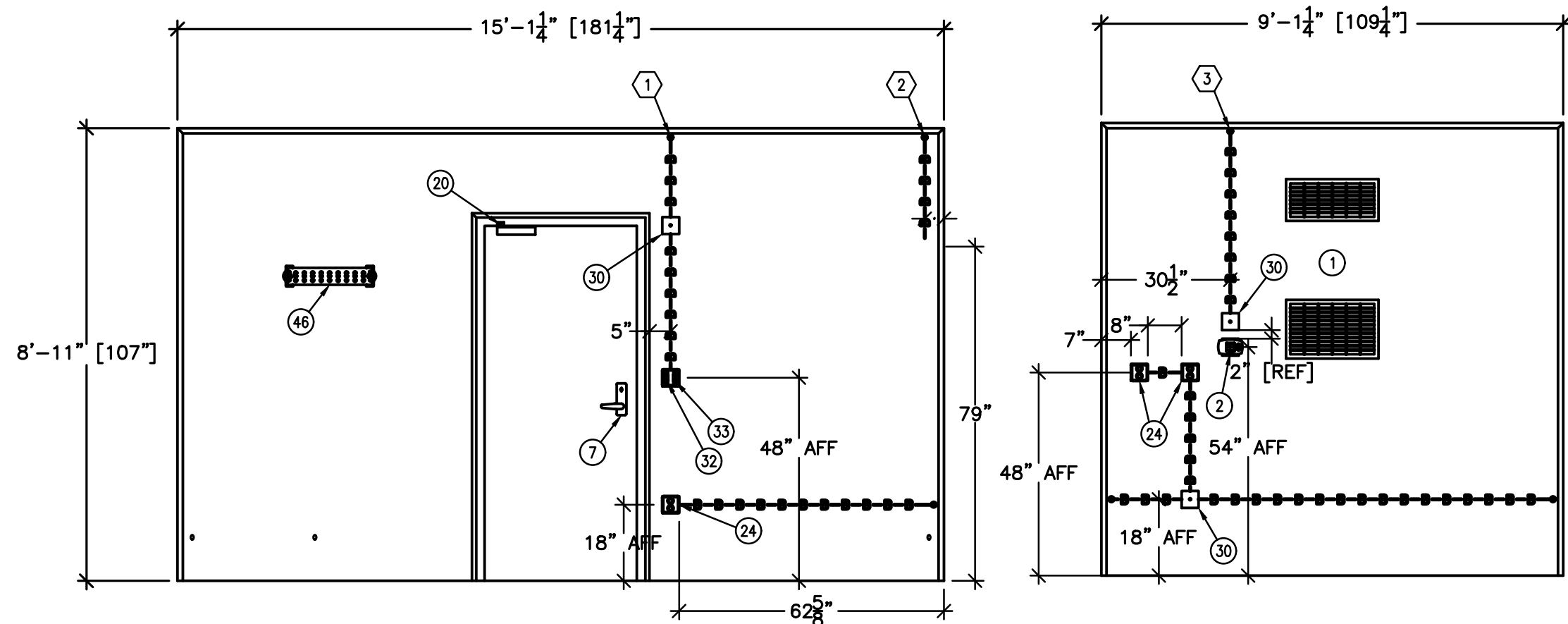
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318 425 4500
LOUISIANA Registered Engineering Firm #EF-5818
TEXAS Registered Engineering Firm #F-893
5-179-1813-001

SUBMISSION OF BID WILL BE CONSIDERED AN ACKNOWLEDGMENT THAT THE CONTRACTOR HAS VISITED THE SITE AND HAS VERIFIED ALL EXISTING JOB CONDITIONS AND INCLUDED ANY NECESSARY MODIFICATIONS TO EXISTING AND NEW WORK REQUIRED FOR INSTALLATION OF A COMPLETE AND WORKING SYSTEM.

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7

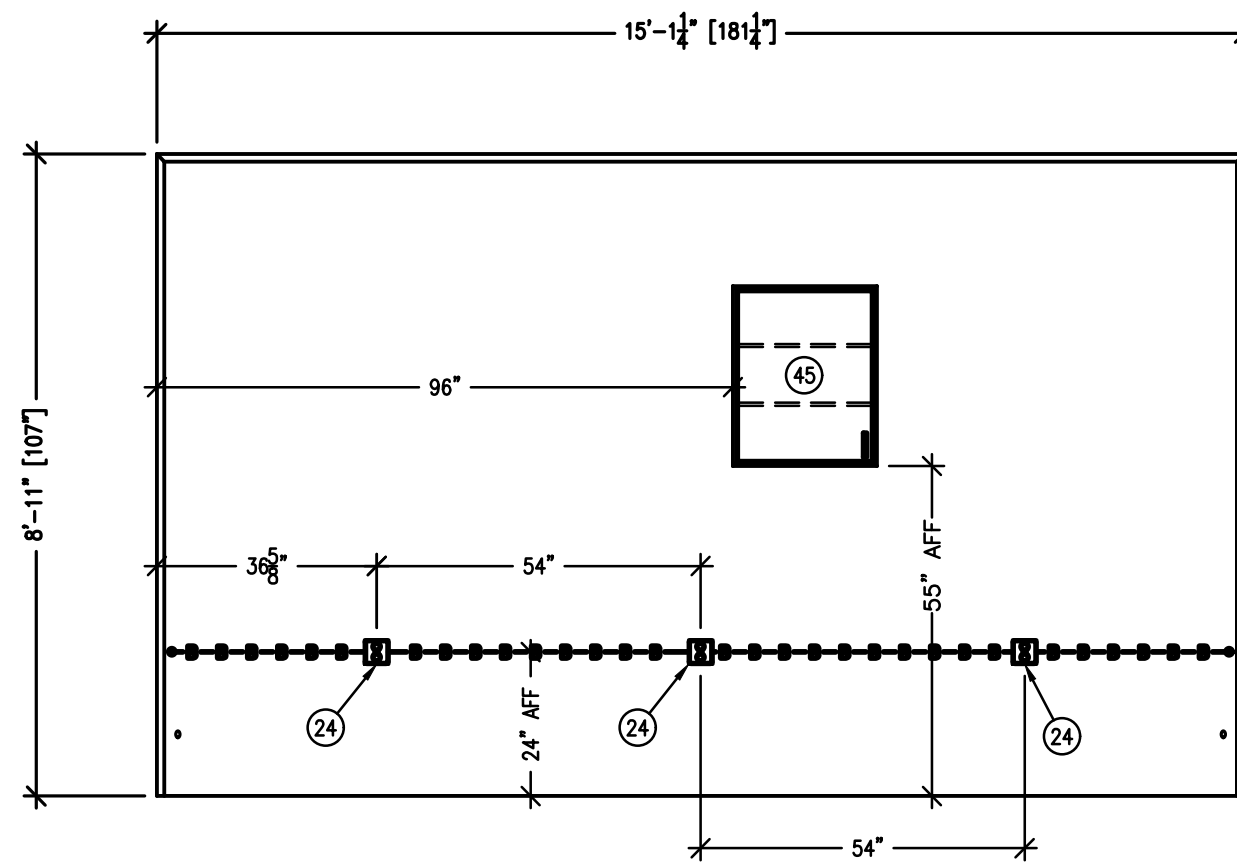




NOTE:
SEE INTERIOR CEILING VIEW FOR
NOTES.

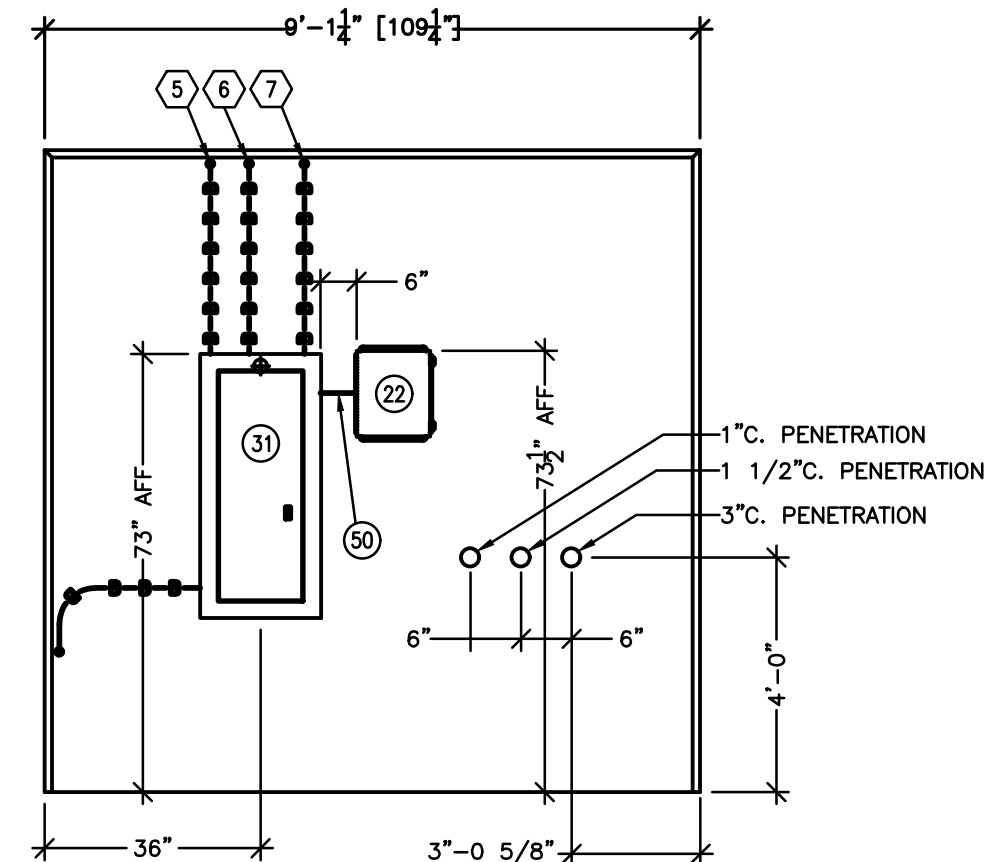
ELEVATION C

ELEVATION B



NOTE:
SEE INTERIOR CEILING VIEW FOR
NOTES.

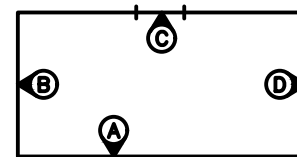
ELEVATION A



ELEVATION D

ITEM LIST

ITEM NO.	FIBREBOND PART NO.	MANUFACTURER PART NO.	MANUFACTURER	DESCRIPTION
1.	837-00146	WH242-404-X	BARO	HVAC 2 TON HEAT PUMP 4KW NO ECONOMIZER, STEP CAPACITY, GREEN REFRIGERANT R-410A
2.	833-15903/822-10150	TH522001003	HONEYWELL	THERMOSTAT, HONEYWELL 2 STAGE / 4"x4" J.B.
3.	831-25678	IB0100	-	FIXTURE, FAL-SAFE 100W EXT
4.	-	-	-	-
5.	847-00053	3450-US320	SASCYN	LOCKGUARD, 1-5/8" X 10" SS HAGER
6.	827-10162	-	-	4 11/16" X 4 11/16" J.B.
7.	847-11801	45H7-TA-151-6	SASCYN	LOCK, BEST MORTISE LH LEVER LESS CORE
8.	847-12569	321CN36	SASCYN	DOOR SWEEP, 36" ALUM/RUBBER
9.	831-14026/831-00007	209 A 232	TEXAS FLUORESCENTS	FIXTURE, INTERIOR LIGHT, 32W, W/A 2 BULB TB 4" WITH LENS
10.	-	-	-	-
11.	847-12348	1855AV36XLM	SASCYN	THRESHOLD, 36" ALUMINUM PANIC
12.	827-00085/822-13765/822-10365	-	-	RECEPT 20AMP GFCI WEATHER RESIS, GFCI COVER W/P 2X4 HORIZ; BOX, 2"x4" 1G 1/2" OUTDOOR, W/P
13.	847-12634	12834	SASCYN	DOOR STOP, BLACK RUBBER #8-1
14.	847-22371	DH-4W-SS	SASCYN	HOLDER, 304SS MODEL 5601 DOOR
15.	847-11050	ROCKWOOD ALUM	-	HANDLE, DOOR PULL (6-1/2")
16.	822-10150	4SD-SPL	APPLETON	4" X 4" J.B. W/ 1/2" & 3/4" KNOCKOUT
17.	847-12450	16AD42	NATIONAL GUARD	42" DRIP STRIP
18.	-	-	-	-
19.	846-11208	31CNPT-42	P&S	DOOR, 3070 18GA, GALV. MORTISE EDGE YBR, NO HOLES ON FACE
20.	847-11053	1604	MORTON	CANOPY DOOR 42"(W)X24"(D), POWDER POWDER COATED MESA TAN
21.	847-11073	TA2314	NRP	DOOR CLOSER
22.	825-00027	LPC 20206-7	LIGHTNING PROTECT CORP	STAINLESS STEEL HINGES
23.	847-12569	198N-36	NATIONAL GUARD	SURGE ARRESTOR 120/240 1PH LIGHTNING PROTECTION CORP LPC 20206-7
24.	827-00071/822-10583/822-10150	-	-	DOOR SWEEP - 36"
25.	847-12634	B-1	COOPER	20AMP DUPLEX RECEPTACLE / COVER, 4" 1 DUPLEX RECEPTACLE / 4"x4" J.B.
26.	827-00085/822-13765/822-10365	-	-	DOOR STOP
27.	847-15795	-	-	RECEPTACLE, 20AMP GFCI/RECEPTACLE, COVER/2" X 4" W/P J.B.
28.	-	-	-	THRESHOLD
29.	822-10141	-	-	COVER, 4" X 4" FLAT BLANK
30.	-	-	-	-
31.	-	-	-	BOX, SLD PANELBOARD 600A
32.	827-00086	CSB1201	HUBBELL INC.	INTERIOR SWITCH 20AMP 120V 1P AC TOGGLE BACK-WIRED
33.	827-00086	CSB1201	HUBBELL INC.	EXTERIOR SWITCH 20AMP 120V 1P AC TOGGLE BACK-WIRED
34.	839-12194	-	-	3" PVC PENETRATION
35.	827-10105	CR200	P&S	DUPLEX RECEPTACLE / 4" X 4" J.B.
36.	822-10280	RS2	TAB STEEL CITY	COVER, 4" 2 TOGGLE SWITCH
37.	837-11379	-	-	GRILL, 20" X 8" SUPPLY
38.	837-11791	-	-	GRILL, 20" X 12" RETURN
39.	833-10877	1UHH2	DAYTON	THERMOSTAT SPOT
40.	-	-	-	-
41.	-	-	-	-
42.	839-10782	-	-	1/2" PVC CAST Ø 45
43.	-	-	-	-
44.	-	-	-	-
45.	841-00060	-	-	CABINET 24" X 30", WHITE, WALL MOUNT
46.	194404	FB194484	FIBREBOND	BAB, COPPER GROUND, 4" X 20"
47.	-	-	-	-
48.	822-12427/822-00108/827-10925	-	-	ENCLOSURE, 6"x6"x6" SCRWDR NK/RELAY TIME DELAY/SOCKET, 8 PIN OCTAL
49.	-	-	-	-
50.	820-10645/820-10047/820-10375/820-10384	-	-	NIPPLE, 1 1/4"x8" GALV / LOCKNUT 1 1/4" CONDUIT (4) / BUSHING, 1 1/4" PLASTIC / BUSHING, 1 1/4" INS. GROUND
51.	818-10246/820-12147	-	-	SEALTIGHT 3/4" UL RATED UNAS4 / CONNECTOR, 3/4" METAL SEALTIGHT 45
52.	-	-	-	-
53.	-	-	-	-
54.	-	-	-	-
55.	-	-	-	-
56.	-	-	-	WIREWAY, 48"Lx10"Wx10"D, NEMA 4X STAINLESS STEEL
57.	-	-	-	-
58.	-	-	-	-
59.	-	-	-	-
60.	-	-	-	-



ELEVATION KEY



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SHREVEPORT, LOUISIANA 71106

318 425 4500

LOUISIANA Registered Engineering Firm #EF-5818
TEXAS Registered Engineering Firm #T-893
5-179-1813-001

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REVISIONS:
NO. DATE DESCRIPTION

PREPARED FOR:
**HATTIESBURG-BOBBY
L. CHAIN MUNICIPAL
AIRPORT**

PROJECT:
**RUNWAY 13-31
LIGHTING
IMPROVEMENTS**

DRAWING NAME:
**EQUIPMENT SHELTER
ELEVATIONS**

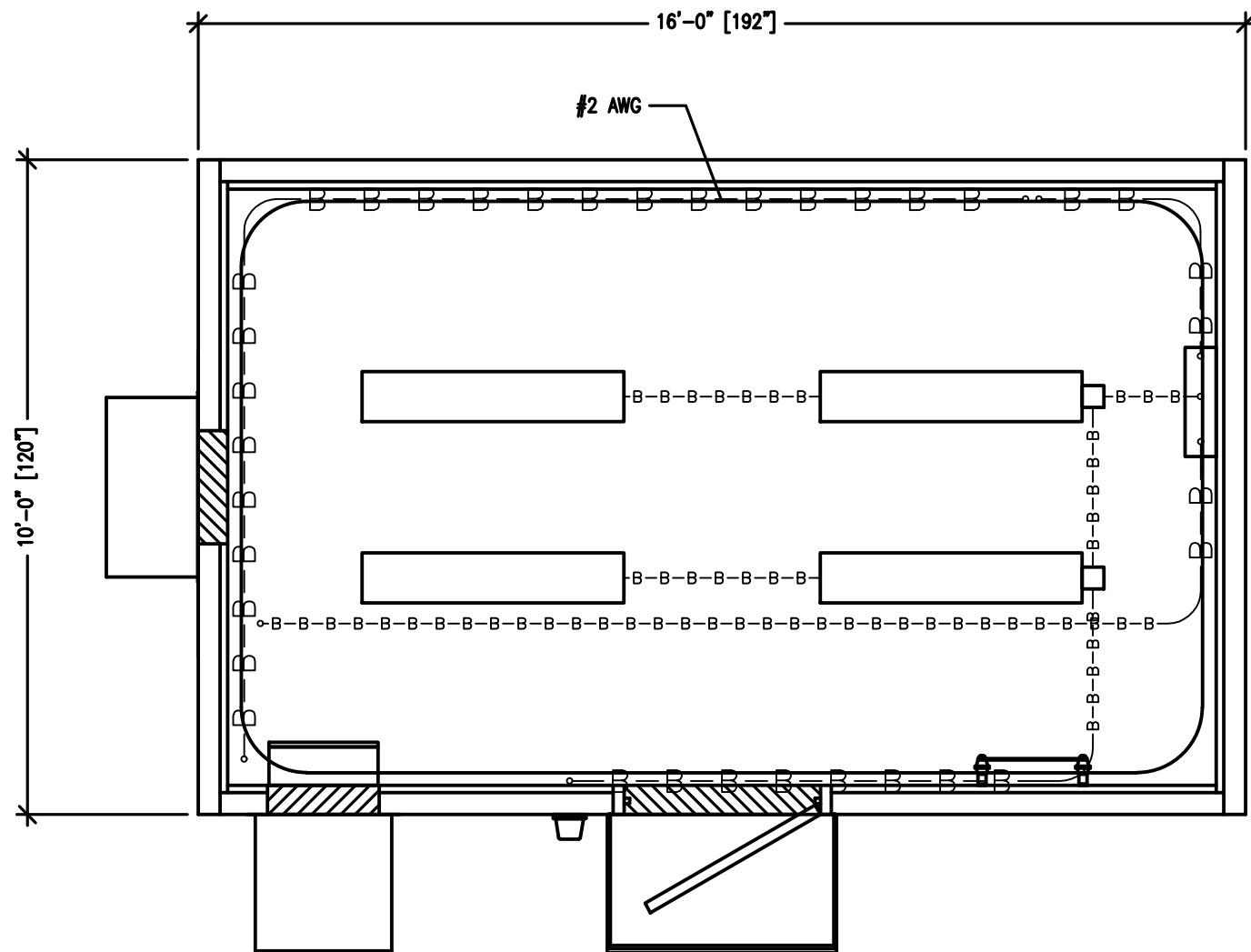
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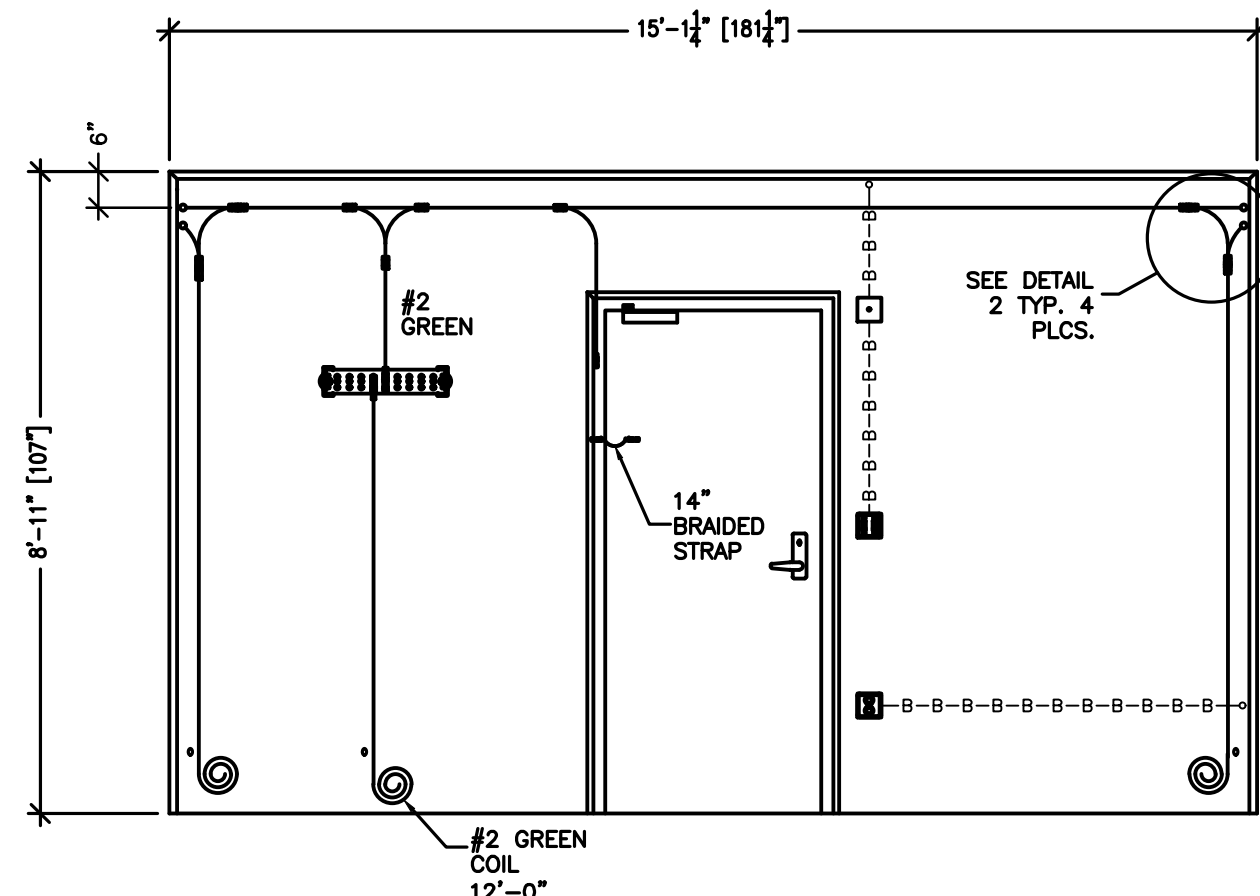
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DRAWING DATE: 04-28-21
DESIGNED BY: LW
DRAWN BY: LW

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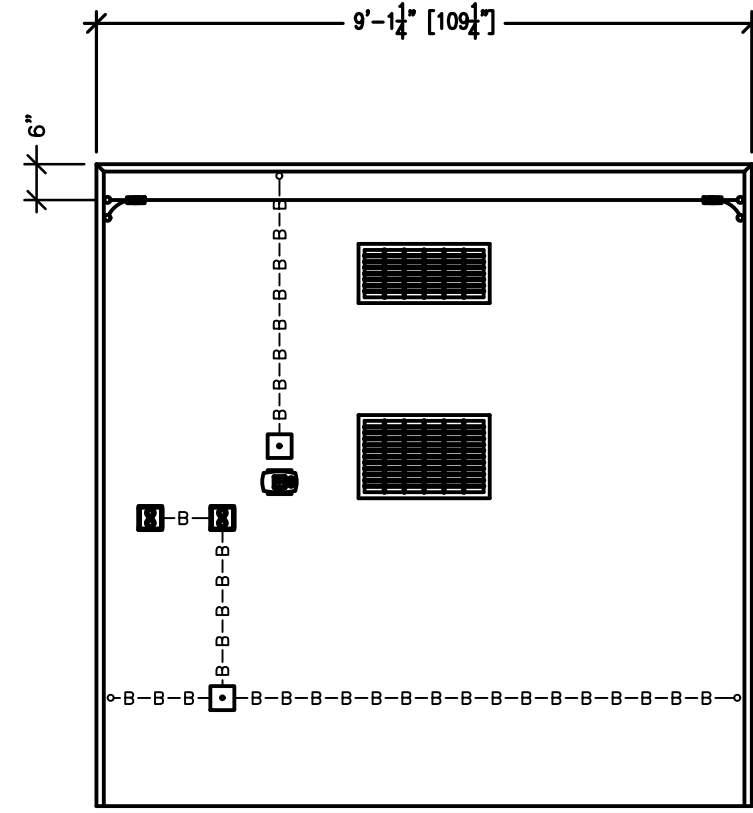
- NOTES:
- HALO GROUND TO BE #2 GREEN INSULATED STRANDED COPPER WIRE.
 - VERTICAL DROPS TO BE #2 SOLID TINNED COPPER WIRE. PULL TO FLOOR AND COIL ADDITIONAL 10'-0".
 - ALL BENDS MIN. 6" RADIUS.
 - APPLY ANTI-OXIDATION COMPOUND TO ALL CONNECTIONS.
 - 1/2" PVC PIPE SCH. 40, DRILL AT 45° ANGLE.
 - CONNECT #2 AWG GREEN TO GROUND BAR IN ITEM (1) AND CONNECT TO CELL REF. GROUND BAR (29).
 - ALL GROUND CONNECTIONS TO THE HALO TO BE ON-DIRECTIONAL. SEE DETAIL 1.
 - BOND ALL METAL OBJECTS, INCLUDING CABLE TRAY TO THE BARE TINNED SOLID #2 CORNER DOWN LEADS AS IT PASSES WITH 6" OF THE ITEM 21. ALL GROUNDING CONDUCTORS SHALL BE KEPT AS SHORT AS POSSIBLE. THE SHORTEST PRACTICAL ROUTE SHALL BE CHOSEN WITH THE LEAST AMOUNT OF BENDS AND SPLICES. USE THIS RULE AT ALL TIMES, EVEN IF ELEVATION PLAN SHOWS OTHERWISE. PLANS ARE SOMETIMES CLUTTERED AND UNCLEAR DUE TO LARGE AMOUNTS OF GROUNDING. BONDING JUMPERS CAN BE MOVED/SLID FROM ONE SIDE OF THE OBJECT TO THE OTHER UNDER THE GUIDANCE OF A SENIOR CREW LEADER AND/OR SUPERVISOR.
 - USE ALL STAINLESS STEEL HARDWARE FOR CONNECTIONS OF GROUND LUGS TO GROUND BARS.
 - REFER TO HALO GROUND DETAIL SHEET FOR DETAILS.



CEILING VIEW

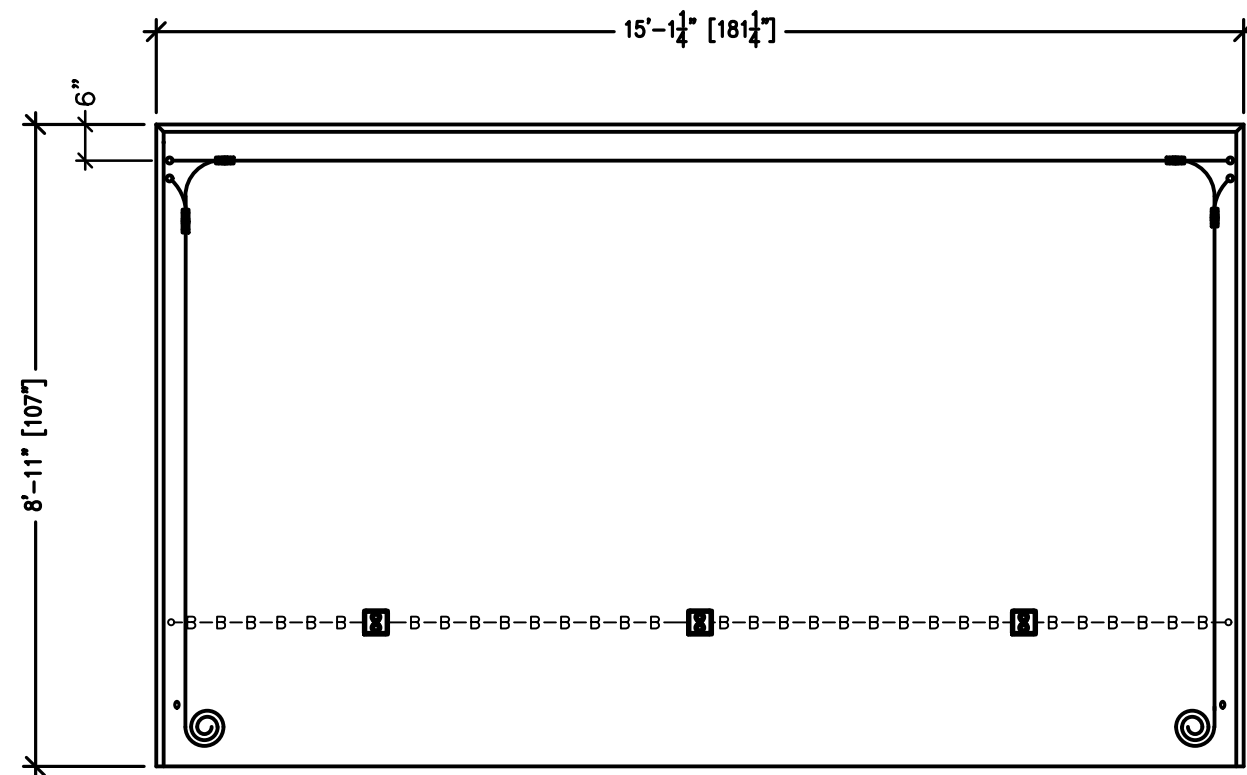


ELEVATION A



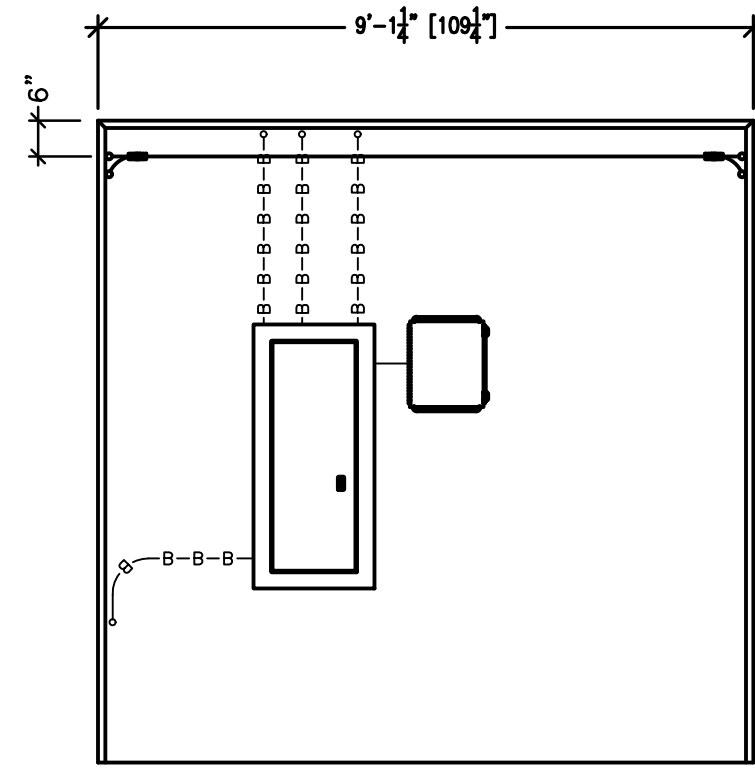
ELEVATION B

NOTES:
SEE HALO GROUND CEILING VIEW SHEET FOR NOTES.
SEE HALO GROUND DETAIL SHEET FOR DETAILS.

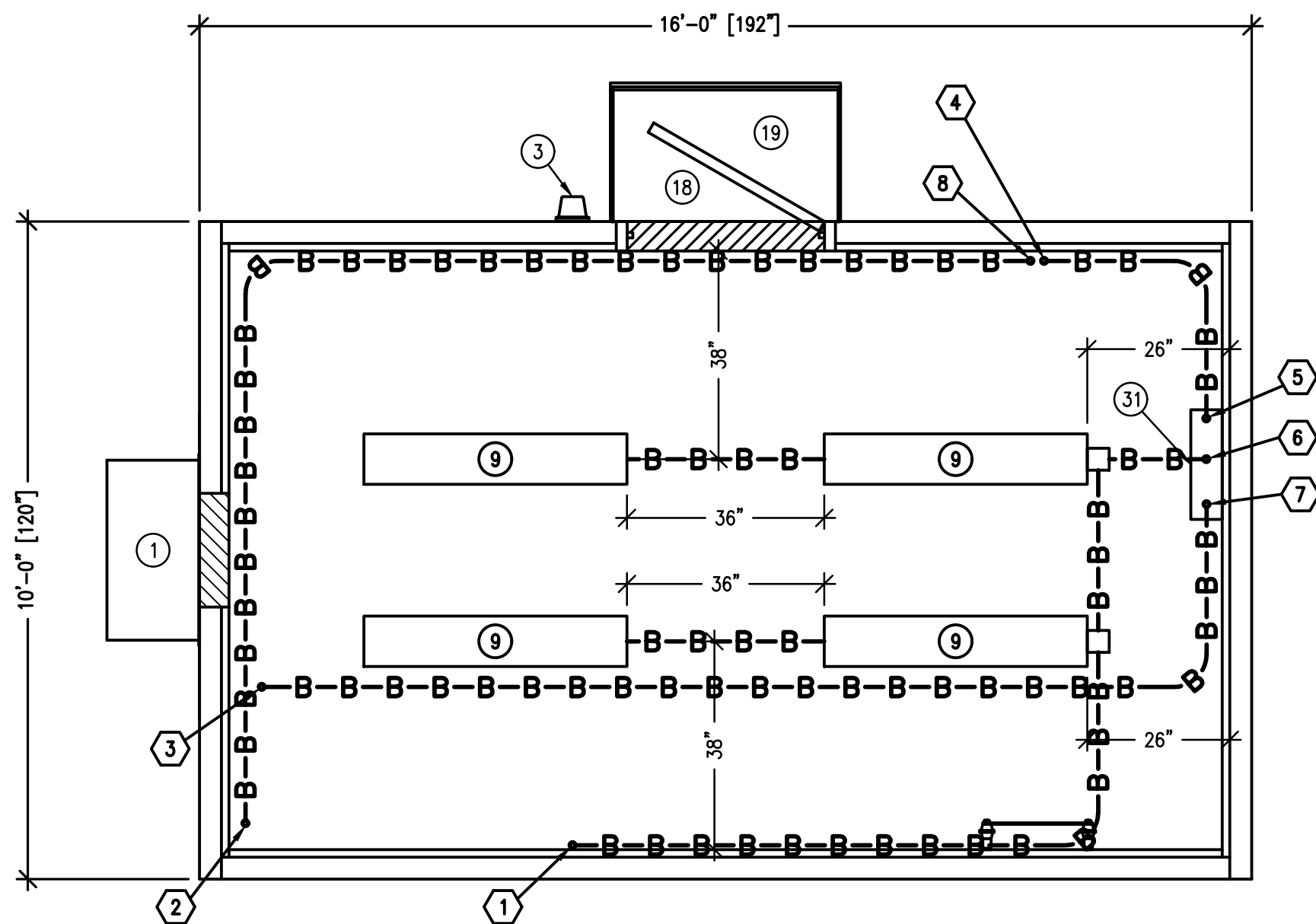


NOTES:
SEE HALO GROUND CEILING VIEW SHEET FOR NOTES.
SEE HALO GROUND DETAIL SHEET FOR DETAILS.

ELEVATION C



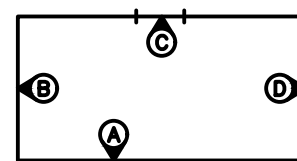
ELEVATION D



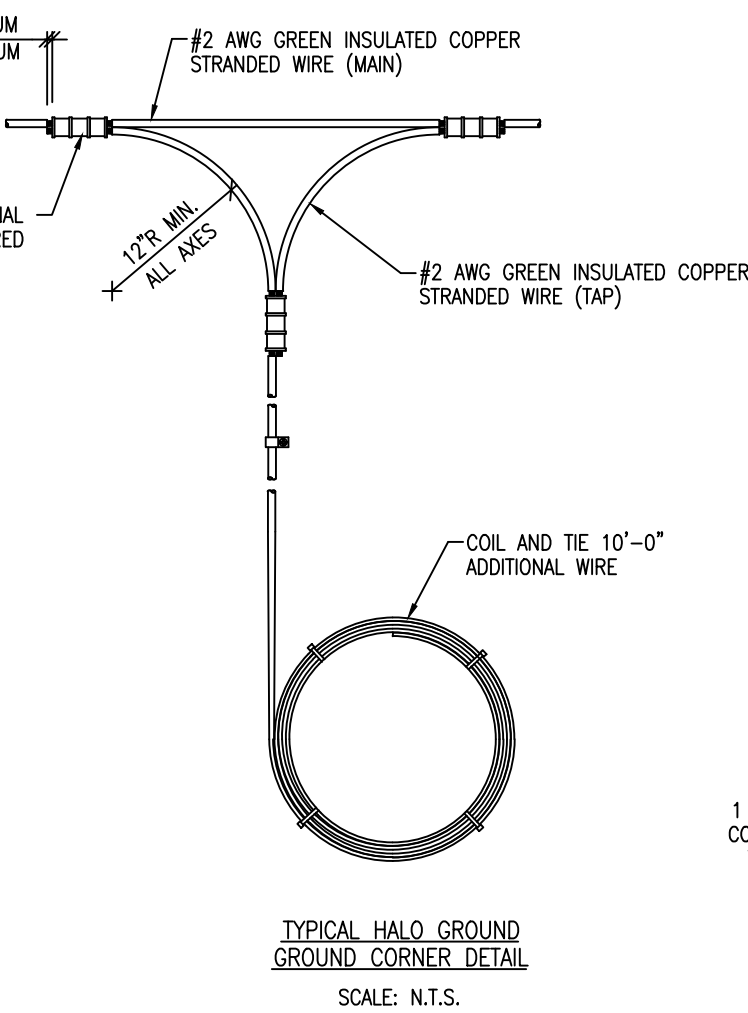
CEILING VIEW

- NOTE:
- ALL MEASUREMENTS SHOWN ARE ACCURATE WITHIN $\pm 1/4"$. ALL ADJACENT BOXES SHALL BE THE SAME DIMENSION.
 - THE LOCATIONS OF 4" x 4" AND 4 11/16" x 4 11/16" JUNCTION BOXES AND SMALLER ITEMS CAN BE ADJUSTED $\pm 3"$ AS REQUIRED TO PREVENT INTERFERENCE WITH TRIM PIECES. INTERFERENCE WITH OTHER COMPONENTS WILL REQUIRE TRIM TO BE CUT.
 - CONDUIT SHOULD BE INSTALLED AS SHOWN. ANY CHANGE TO 90° BENDS, OFFSETS, AND SADDLES SHOULD BE DONE ONLY WHEN NEEDED AND SHOULD BE UNDER GUIDANCE OF A QUALIFIED SENIOR CREW LEADER. ANY CHANGE MUST BE WITHIN THE GUIDELINES OF PROCEDURE; 4-1 GENERAL CONDUIT RULES.
 - ALL CONDUIT TO HAVE A MINIMUM OF 3/4" BETWEEN THEM.
 - FLEXIBLE METALLIC CONDUIT TO BE USED IN PLACE OF FLEXIBLE NONMETALLIC CONDUIT, U.N.O.
 - ALL EQUIPMENTS SHALL BE LABELLED USING A BLACK PHENOLIC MATERIAL WITH WHITE LETTERING ON A BLACK BACKGROUND WITH DOUBLE BACK TAPE ON THE BACK OF THE LABEL PLATE, U.N.O.
 - ALL CONDUIT SHOULD BE 3/4", U.N.O.
 - SEAL CONDUIT BETWEEN SURGE ARRESTOR AND PANEL WITH UL LISTED NONFLAMMABLE DUCT SEAL.

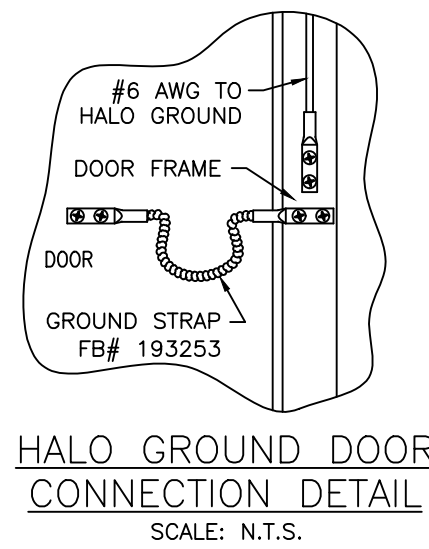
CONDUIT KEY		
A.C.	LOW VOLTAGE	PVC
A = 1/2"	AA = 1/2"	XA = 1/2"
B = 3/4"	BB = 3/4"	XB = 3/4"
C = 1"	CC = 1"	XC = 1"
D = 1 1/4"	DD = 1 1/4"	XD = 1 1/4"
E = 1 1/2"	EE = 1 1/2"	XE = 1 1/2"
F = 2"	FF = 2"	XF = 2"
G = 2 1/2"	GG = 2 1/2"	XG = 2 1/2"
H = 3"	HH = 3"	XH = 3"
I = 3 1/2"	II = 3 1/2"	XI = 3 1/2"
J = 4"	JJ = 4"	XJ = 4"
===== = FLEXIBLE METALLIC CONDUIT		



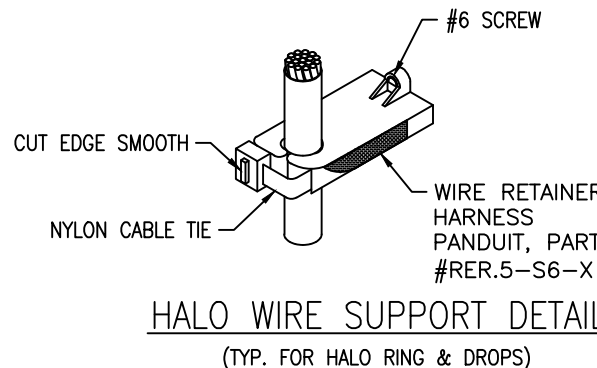
ELEVATION KEY



INTERIOR GROUND BAR DETAIL
SCALE: N.T.S.



HALO GROUND RING TO GROUND BAR CONNECTION DETAIL
SCALE: N.T.S.



HALO RING CLOSURE DETAIL

FB #	WIRE SIZE	HOLES	HOLE SPACING
830-12673	#2	(2) 5/16"Ø	5/8"
830-21380	#4	(2) 5/16"Ø	5/8"
830-21023	#6	(2) 5/16"Ø	5/8"
830-21024	#2	(2) 7/16"Ø	1"
830-11703	#4	(2) 7/16"Ø	1"
830-22172	#6	(2) 7/16"Ø	1"
830-20626	2/0	(2) 7/16"Ø	1"

NOTE:
SEE HALO GROUND CEILING VIEW SHEET FOR NOTES.

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PROJECT:
RUNWAY 13-31 LIGHTING IMPROVEMENTS

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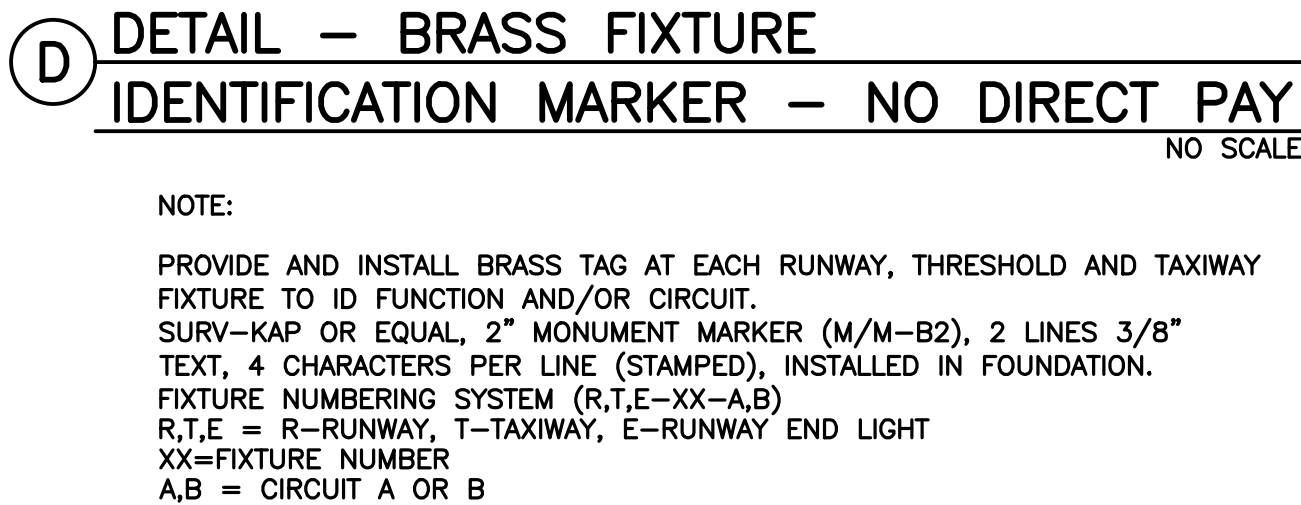
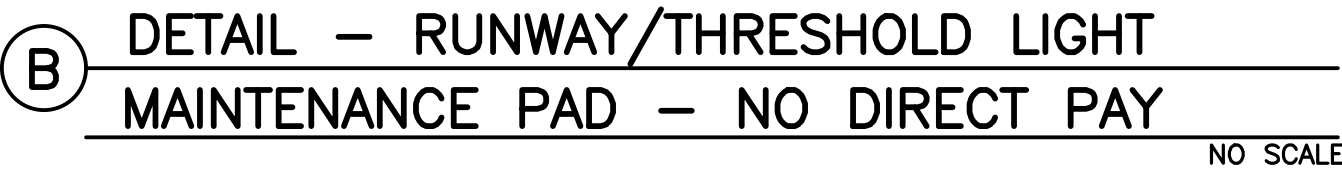
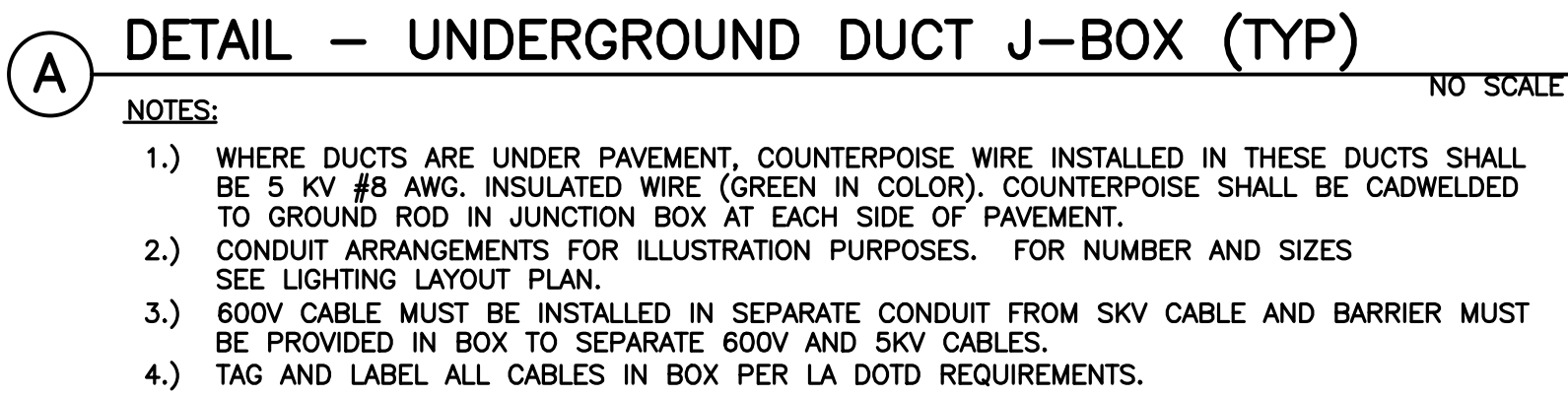


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DRAWN BY: LW

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318 425 4500
LOUISIANA Registered Engineering Firm #EF-5818
TEXAS Registered Engineering Firm #T-893
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D **SIGN LEGEND**

NOTE: SIGNS SHALL BE SIZE 2

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[illegible]

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L. CHAIN MUNICIPAL
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DETAILS

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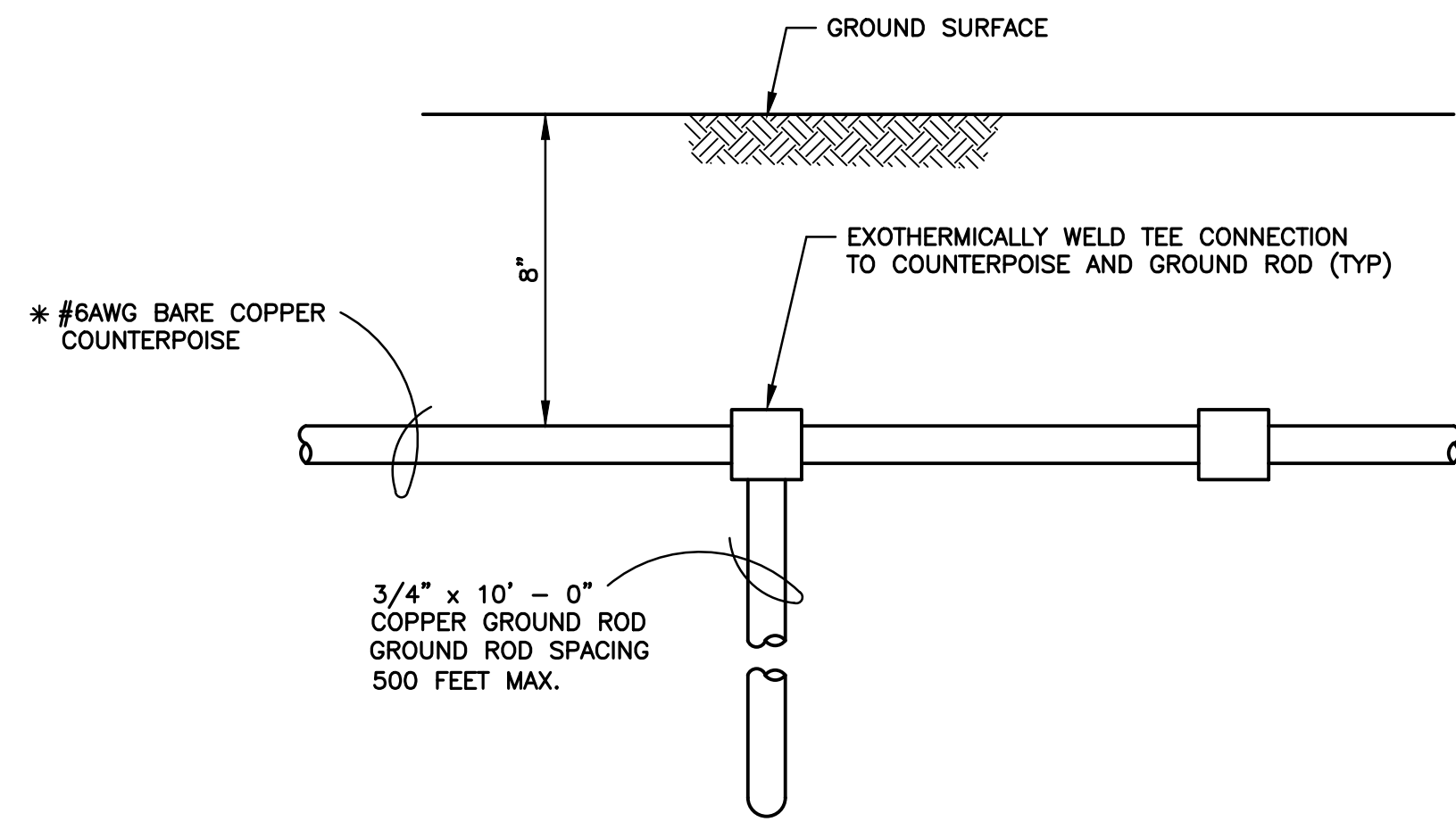
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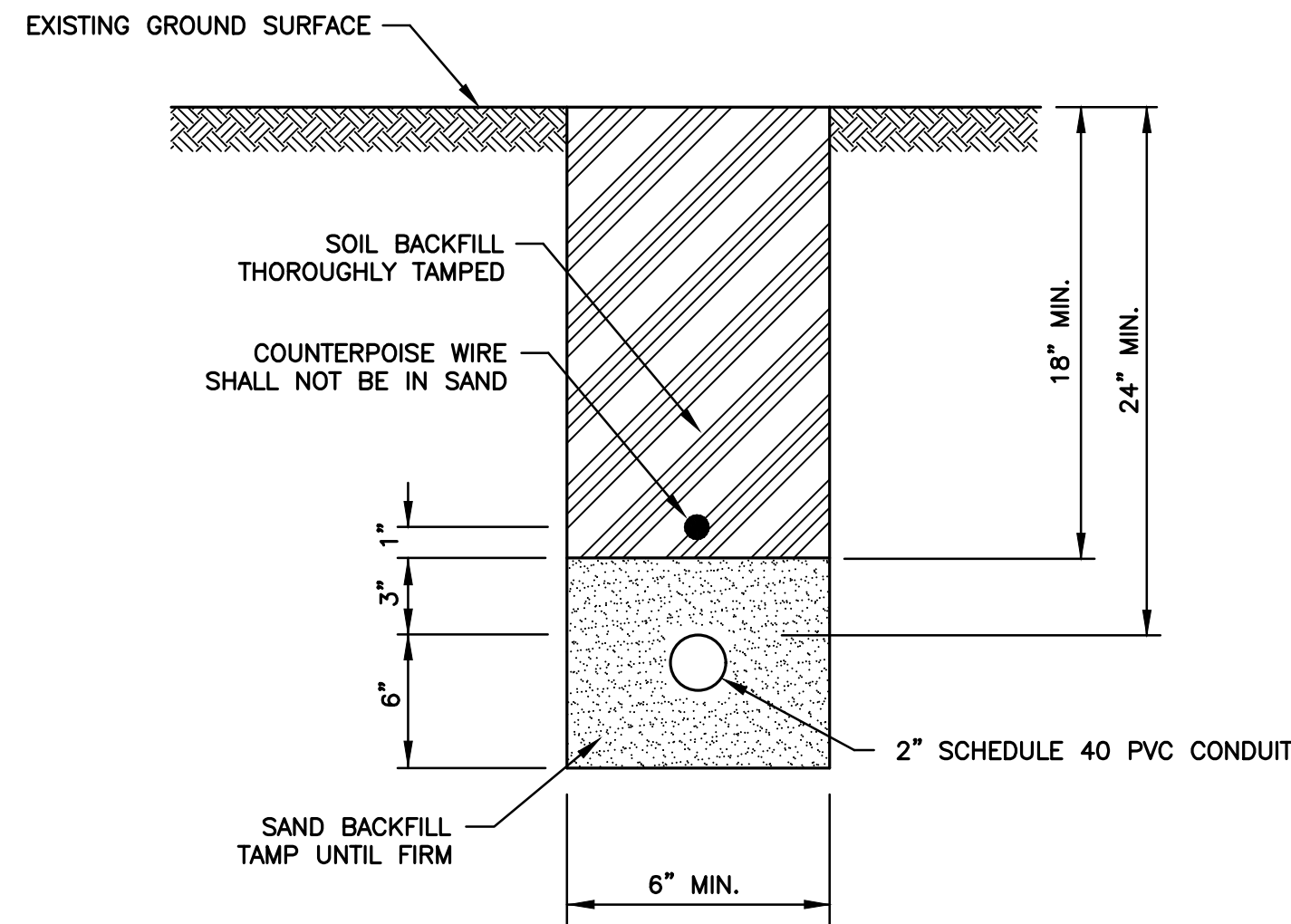
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A DETAIL – GROUND ROD/COUNTERPOISE INSTALLATION (TYP) NO SCALE

NOTES:

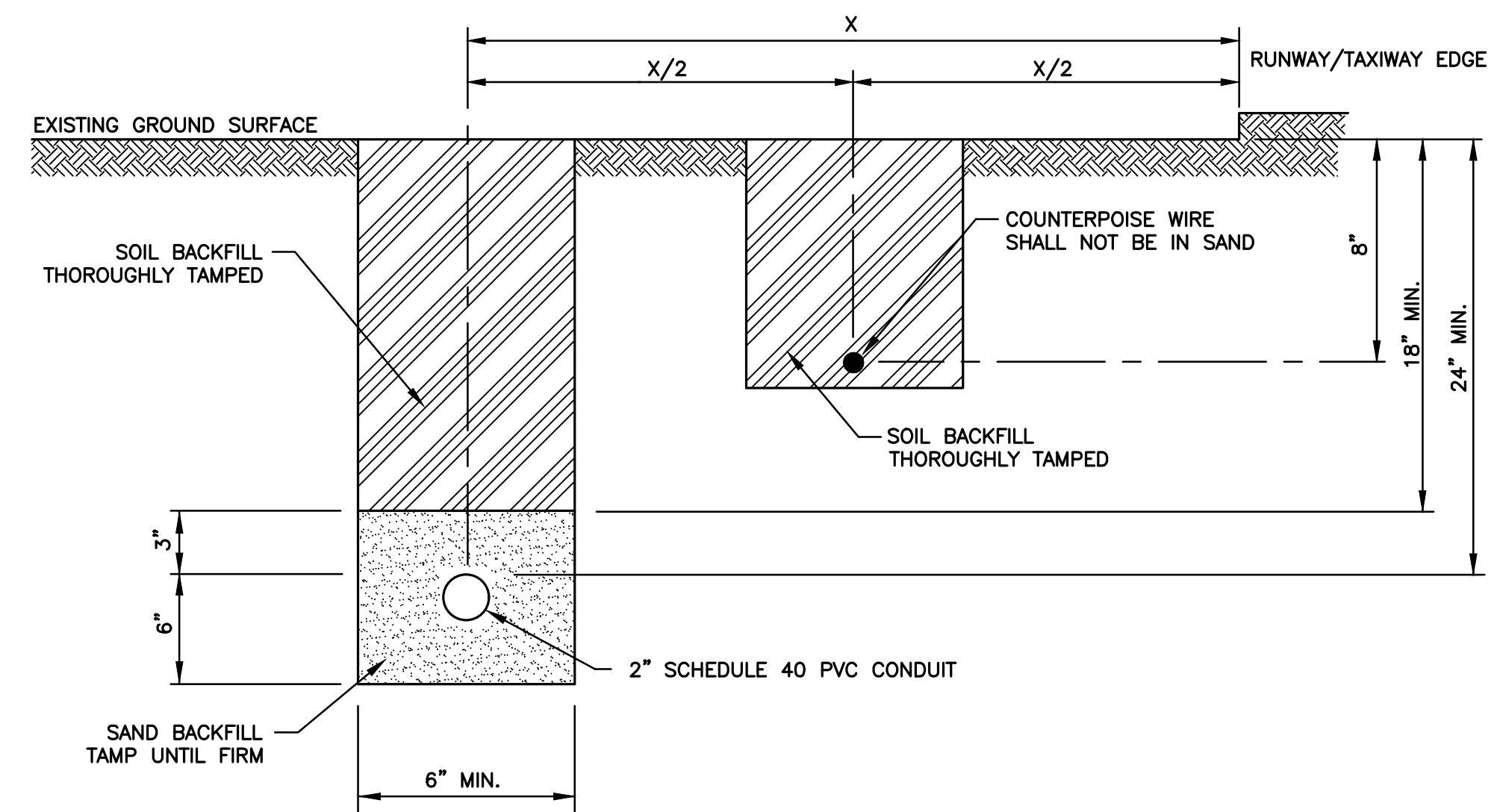
- 1) COUNTERPOISE SHALL BE LOCATED HALFWAY BETWEEN RUNWAY/TAXIWAY AND LTG CKT CONDUCTORS WHEN RUN ADJACENT W/RUNWAY/TAXIWAY.
- 2) ROUTE COUNTERPOISE IN TRENCH W/LTG CKT CONDUCTORS, WHEN ROUTING IN DUCT UNDER RUNWAY/TAXIWAY OR WHEN NOT ADJACENT W/RUNWAY/TAXIWAY.
- 3) TERMINATE COUNTERPOISE AT GROUND RODS LOCATED ON EACH SIDE OF DUCT CROSSING.



B DETAIL – CONDUIT INSTALLATION (TYP) NO SCALE

NOTES:

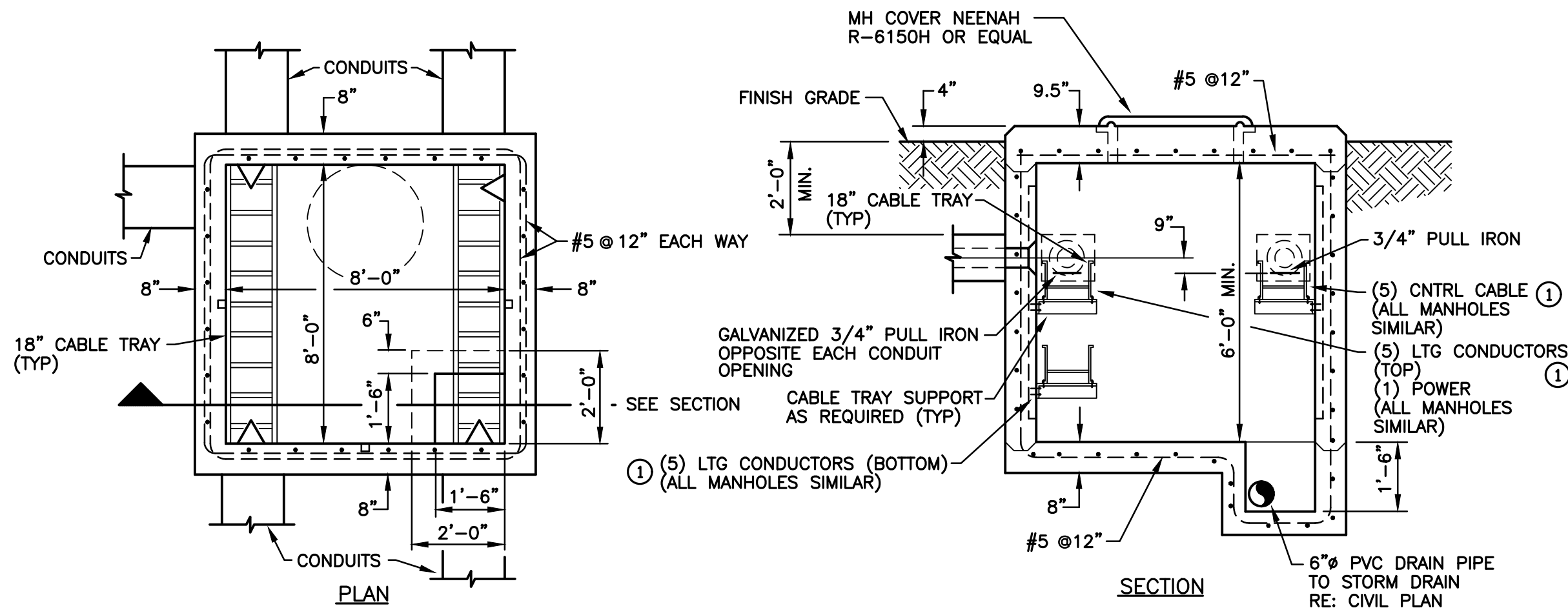
- 1) WHEN ROUTING CONDUCTORS THAT ARE NOT ADJACENT TO THE RUNWAY/TAXIWAY, COUNTERPOISE SHALL BE ROUTED IN THE SAME TRENCH W/LTG CKT CONDUCTORS.



C DETAIL – CONDUIT INSTALLATION (TYP) NO SCALE

NOTES:

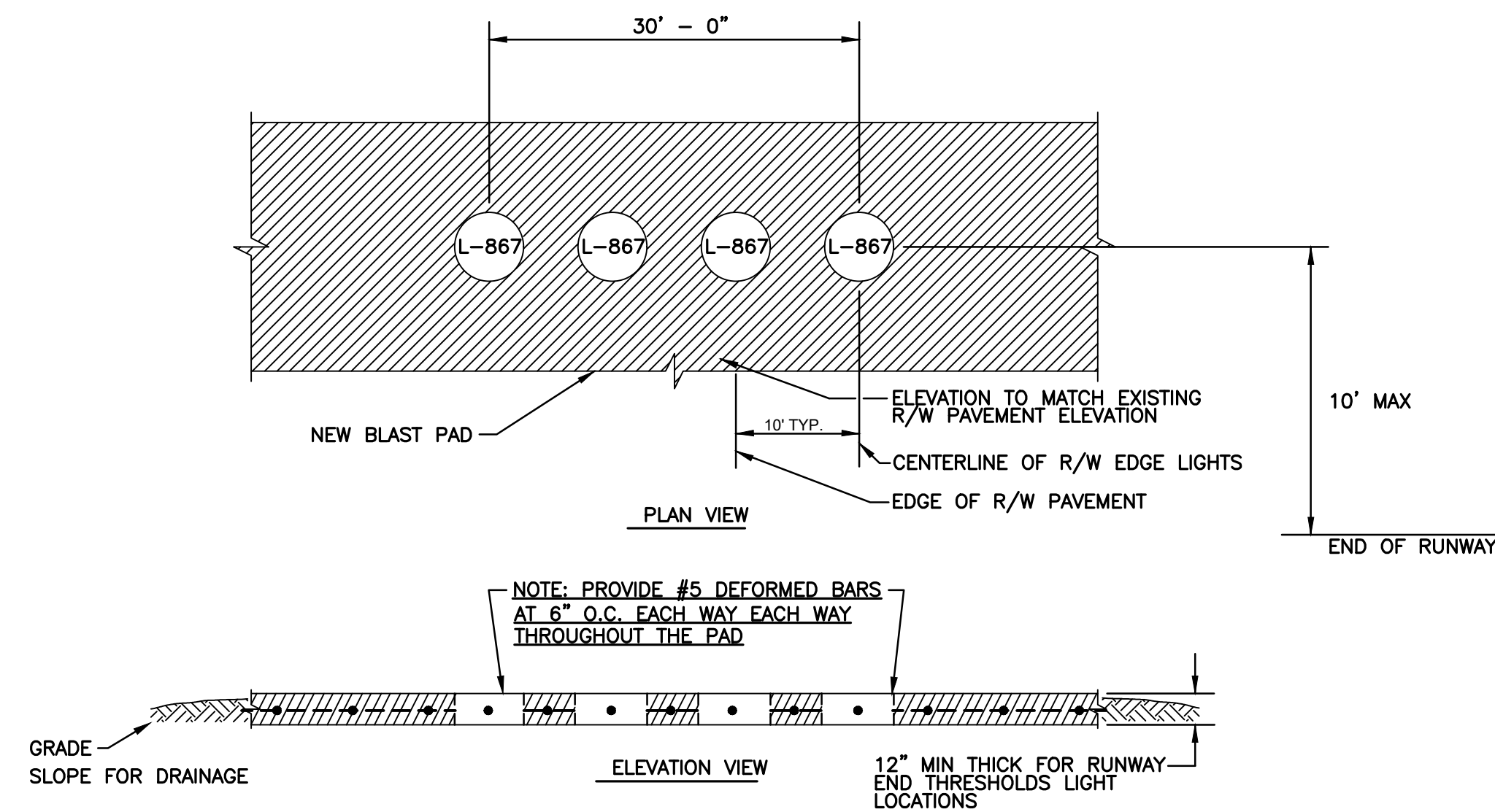
- 1) WHEN ROUTING LTG CKT CONDUCTORS THAT ARE ADJACENT TO THE RUNWAY/TAXIWAY, COUNTERPOISE WIRE SHALL BE LOCATED HALF THE DISTANCE BETWEEN THE CONDUCTORS AND RUNWAY/TAXIWAY



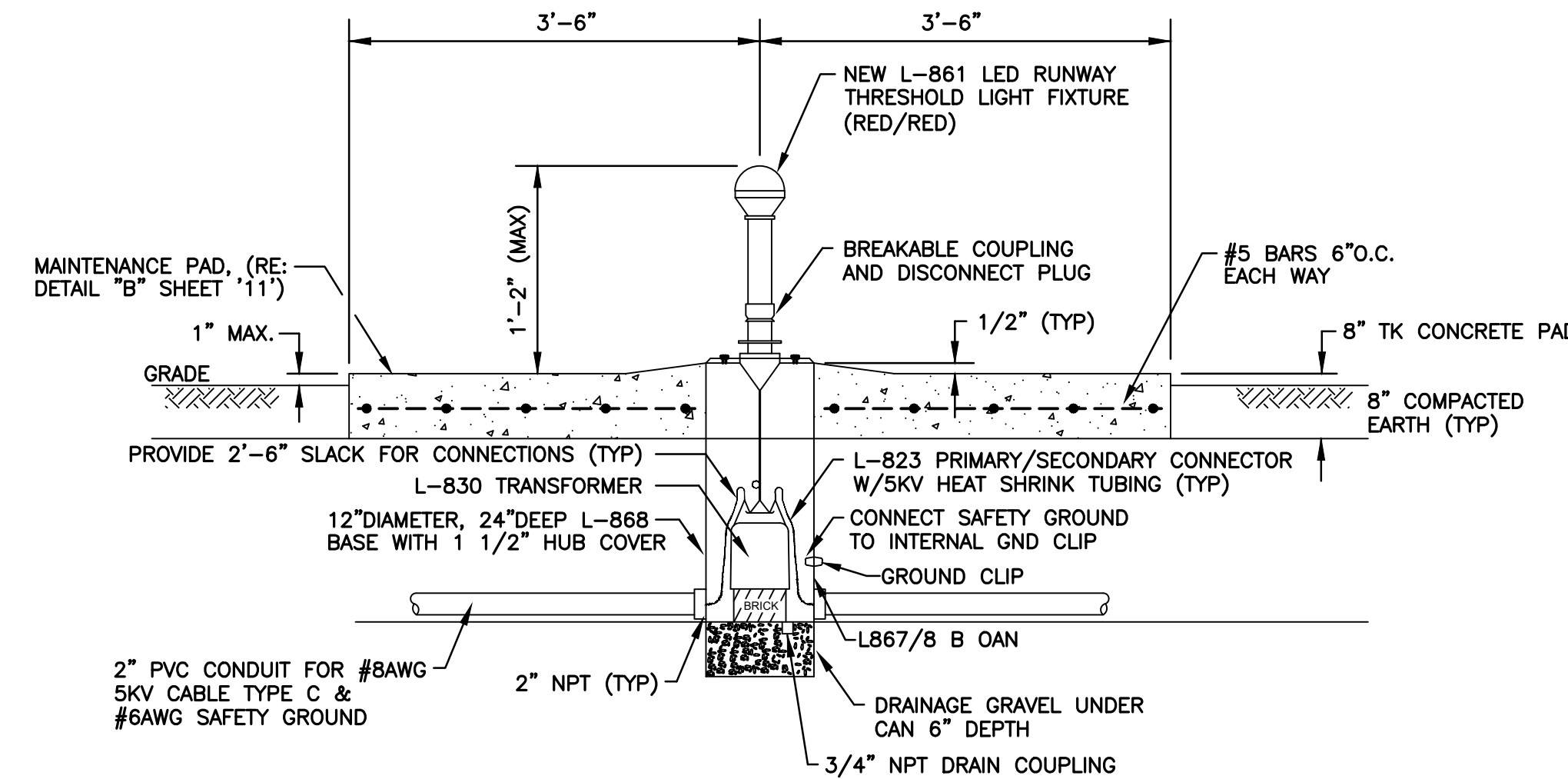
NOTE:

- 1) THE LISTING OF CONDUIT, CKTS AND CABLES ABV BASED ON EXTG INFORMATION AVAILABLE AT THE TIME OF DESIGN.

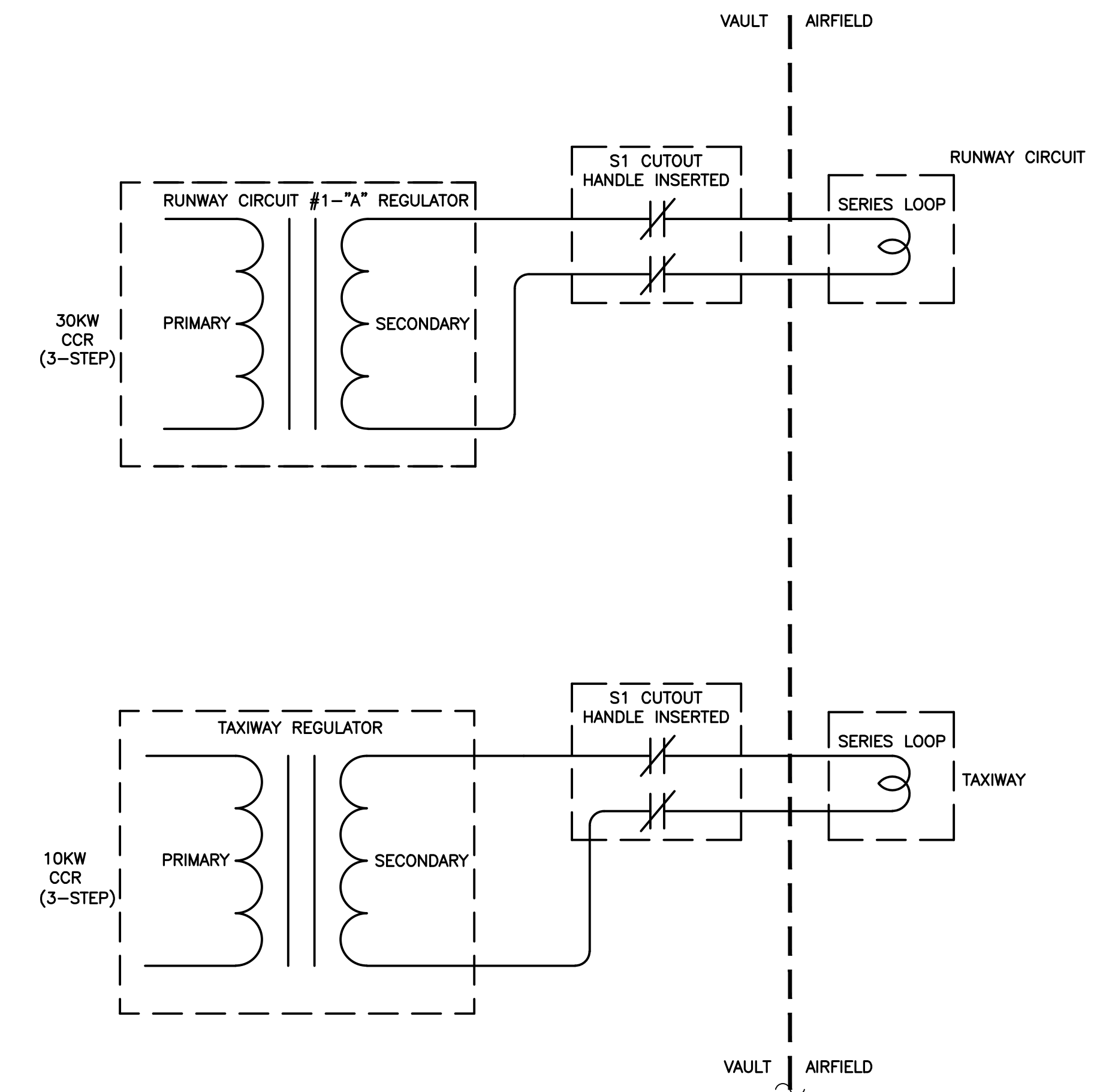
D DETAIL – ELECTRIC MANHOLE – CAST-IN-PLACE NO SCALE



E DETAIL – THRESHOLD LIGHT MAINTENANCE PAD NO SCALE



F DETAIL – ELEVATED RUNWAY THRESHOLD LIGHT NO SCALE



G TYPICAL CIRCUIT DIAGRAM TYPE S-1 PLUG CUTOUT NO SCALE

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DETAILS

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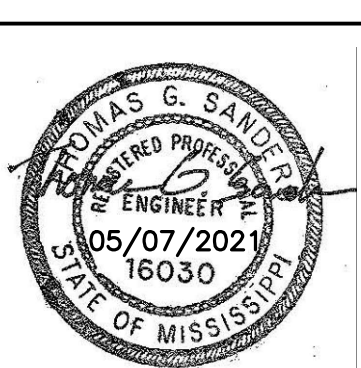
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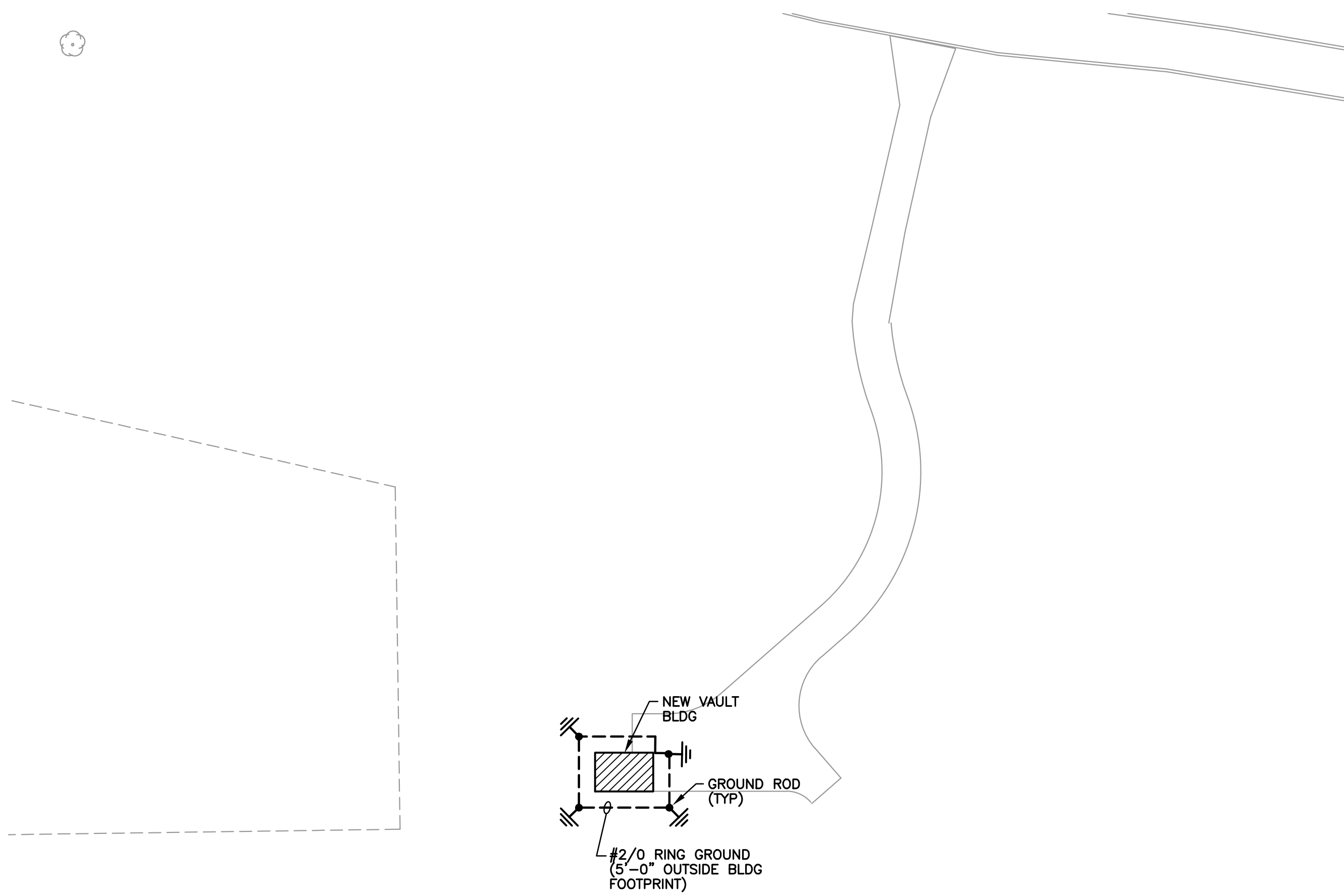


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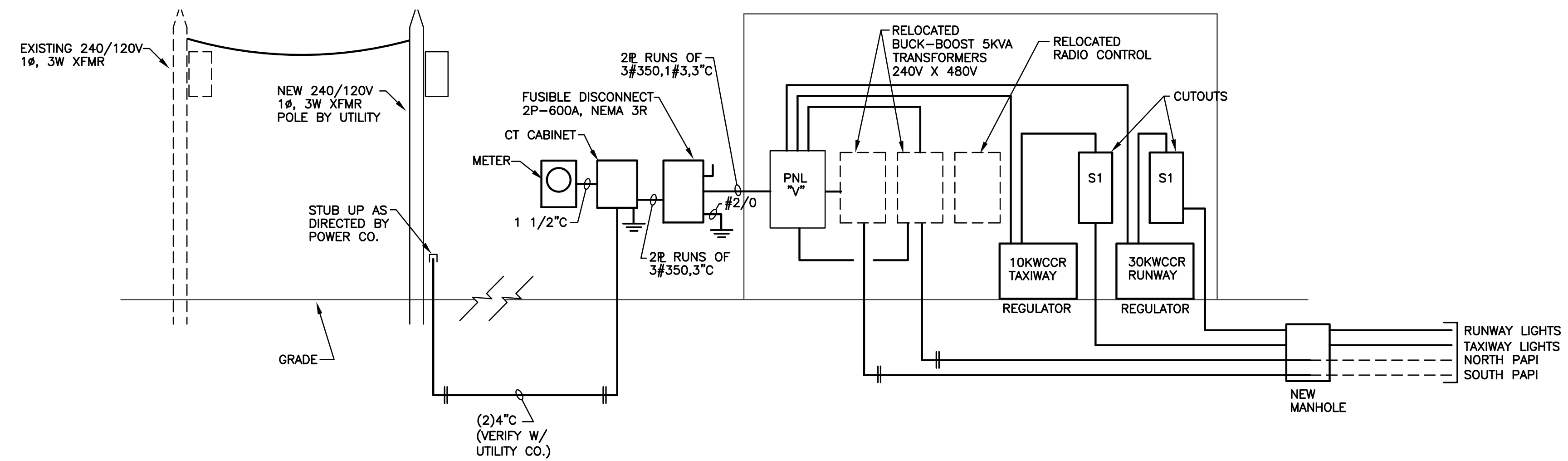
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13

PANEL "V" (INCLUDED WITH VAULT)				10,000 AMPS. RMS. SYM. I.C.	
120/240 VOLTS, 1 PHASE, 3 WIRE, 600 AMPS, MAIN CIRCUIT BREAKER				INTEGRATED EQUIPMENT RATING	
SERVES	TRIP	A Ø	C Ø	TRIP	SERVES
RUNWAY-4KW-30A	30	1	2	30	PAPI-SOUTH
	2	3	4	2	
PAPI-NORTH	30	5	6	30	REIL-4KW-30A
	2	7	8	2	
TAXIWAY	50	9	10	60	SIGN-7.5KW-60A
	2	11	12	2	
HVAC	40	13	14	30	TVSS
	2	15	16	2	
WIND CONE	20	17	18	20	RADIO CONTROL/RIP
INT/EXT RECEIPT		19	20		LIGHTS
		21	22		SPARE
SPARE		23	24		
		25	26		
		27	28		
		29	30		
FUTURE	30	31	32		
	2	33	34	15	BEACON
FUTURE	50	35	36	20	SPARE
	2	37	38	15	BEACON OBS. LTS.
FUTURE	50	39	40	50	FUTURE
	2	41	42	2	
TOTAL CONN. LOAD				KVA	

* THESE CIRCUITS MUST BE ON SAME PHASE. PROVIDE DUAL KNIFE BLADE DISCONNECT ON TOWER TO ALLOW DISCONNECTION OF BOTH CIRCUITS.



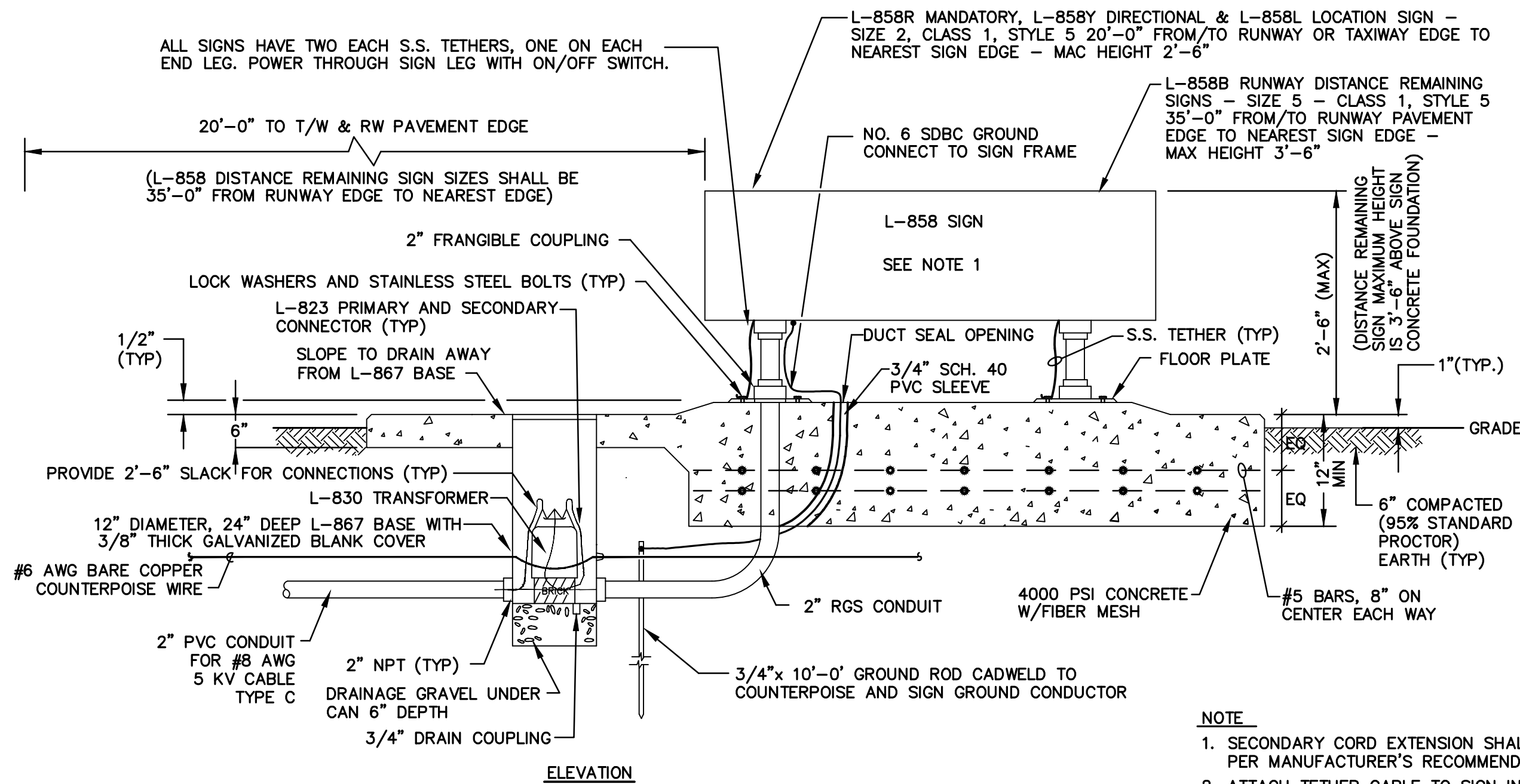
PARTIAL ENLARGED SITE PLAN AT VAULT – ELECTRICAL (ADDITIVE ALTERNATE #1)
SCALE: 1"=30'-0"



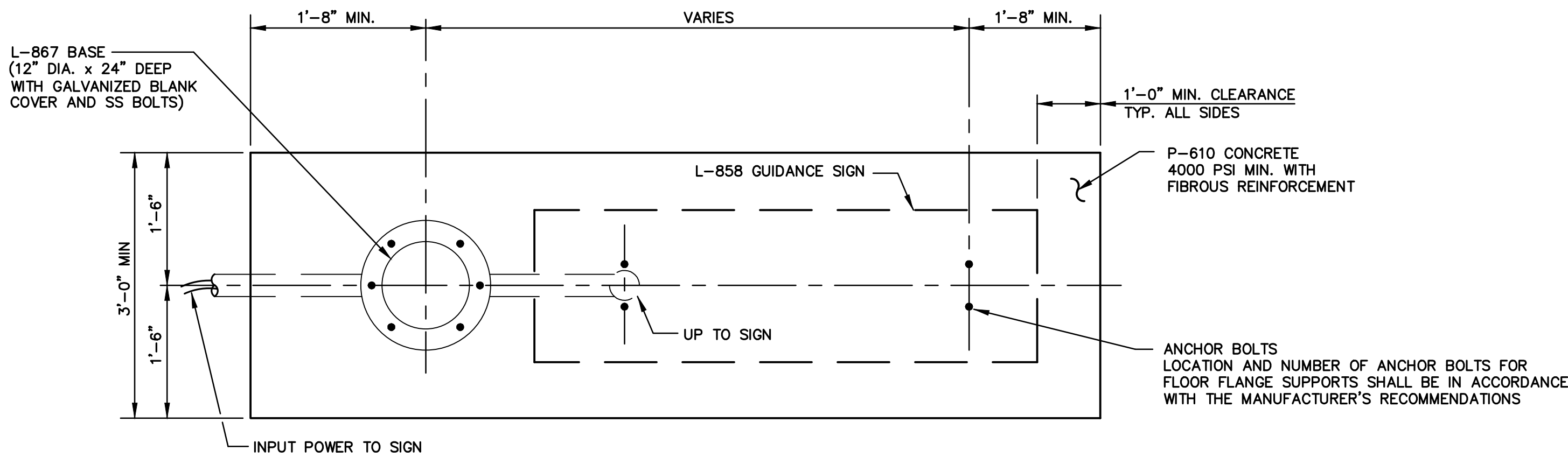
ELECTRICAL RISER – ADDITIVE ALTERNATE #1

- NOTES:
1. PROVIDE A GREEN INSULATED GROUNDING CONDUCTORS IN ALL FEEDER CONDUITS, SIZED PER THE NEC.
 2. COORDINATE ELECTRICAL SERVICE WITH MISSISSIPPI POWER PRIOR TO BID. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS AND FEES ASSOCIATED WITH PROVIDING ELECTRICAL SERVICES.

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- NOTE**
1. SECONDARY CORD EXTENSION SHALL BE INSTALLED WITH SIGNS. LENGTH PER MANUFACTURER'S RECOMMENDATIONS.
 2. ATTACH TETHER CABLE TO SIGN IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.
 3. MANDATORY SIGN SHALL BE 250' MINIMUM FROM CENTERLINE OF RUNWAY.



FOUNDATION PLAN

A DETAIL - SIGN L-858 (TYPICAL)

NO SCALE

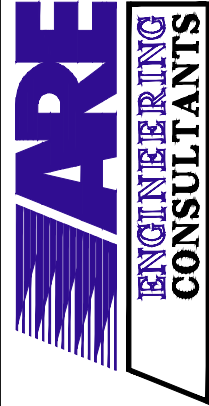
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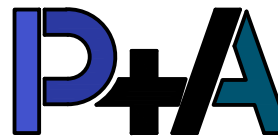
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CONTRACT DOCUMENTS

SECTION A: ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerks Office, City Hall, Hattiesburg, MS 39401 until 10:00 a.m. Central Time on June 17, 2021 for Hattiesburg-Bobby L. Chain Runway 13-31 Lighting Improvements (A.I.P. Project No. 3-28-0031-0029-2021) for the City of Hattiesburg.

This project shall generally consist of work which includes: Underground Electrical, Airfield Lighting, Signage, Prefabricated Vault, Foundation for Equipment.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Plans and specifications are being made available via paper or digital copy at www.hattiesburgsbids.com. Plan Holders are required to log-in or register for an account to view and order bid documents. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House at 601-336-6378. For questions related to the contract documents contact ARE Engineering Consultants at (318)222-8252. No partial sets of drawings of project manuals will be issued.

Proposal shall be submitted on Bid Forms provided with the specifications. Bids may be submitted in person, or for those interested, bids can be electronically submitted at www.hattiesburgsbids.com. No oral, telegraphic, telephonic, or e-mail proposals will be considered. For sealed bids, the current Certificate of Responsibility Number of the bidder shall appear on the outside of each sealed envelope containing a proposal, said envelope being plainly marked as shown below. If submitting electronically, please include this information on a cover page with your bid submission.

Bobby L. Chain Airport
Runway 13-31 Lighting Improvements
A.I.P Project No. 3-28-0031-0029-2021
for the City of Hattiesburg.

Each Bid must be accompanied by a bid bond/security deposit or certified check in an amount equal to 5% of the bid. In the event that an electronic bid is submitted, a copy of the bid bond must be included with the submission. If submitting electronically, a hard copy of all bid documents must be provided within 3 business days if requested after the bid opening.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Commercial – Electrical Work.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES
_____ NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

BID DATE: June 17, 2021 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 10:00 a.m. Monday, June 7, 2021, in the Airport Conference Room, 29 Academy Drive, Hattiesburg Bobby L. Chain Airport, Hattiesburg, MS.

By: _____
City Clerk, City of Hattiesburg

Dates of Publication:

The Post

Thursday, May 20, 2021

Thursday, May 27, 2021

Clarion Ledger

Thursday, May 20, 2021

Thursday, May 27, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, May 18, 2021
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2021-390
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the May 18, 2021 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 27, 2021

Terrie Gwen Broome

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 28, Section 39, Highland Cemetery

Jennie Ann Roberts

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 113, Section 39, Highland Cemetery

Bobby Sims

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 41, Section 37, Highland Cemetery

Dell Sanders

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 34, Section 34, Highland Cemetery

Claudia Hibbler

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 30, Section 34, Highland Cemetery

Catherine H. Griffin

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 79, Section 36, Highland Cemetery

Terrie Gwen Broome

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 29, Section 39, Highland Cemetery

Don Carter

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 80, Section 38, Highland Cemetery

Bud Sumrall

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 92, Section 39, Highland Cemetery

Essie L. Jackson

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 1, Section 1, South Hill Cemetery

LeRoy "Pee-Wee" Shelton

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 44, Section 36, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 3, 2021

Christopher N. Gray, Jr

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 50, Section 36, Highland Cemetery

Burnell Gould

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 95, Section 38, Highland Cemetery

Michelle Gould

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 95, Section 38, Highland Cemetery

Rev. T. Roy Hibbler

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 30, Section 34, Highland Cemetery

Selena Shontae Blackwell

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 114, Section 38, Highland Cemetery

Selena Shontae Blackwell

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 114, Section 38, Highland Cemetery

Selena Shontae Blackwell

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 114, Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 6, 2021

Calvin Johnson

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 2, Section 36, Highland Cemetery

Youlanda Buckhalter

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 28, Section 34, Highland Cemetery

Roy Smith

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 1, Section 34, Highland Cemetery

Torrence Curry-Myers

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 79, Section 34, Highland Cemetery

Richard McBride

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 22, Section 34, Highland Cemetery

Melvin Burkett

(1) Space \$ 150.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 89, Section 1, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-22- 2021

SOLD TO:

Mr. Mrs. Miss Terrie Gwen Broome

ADDRESS 10 Sistrunk Lane Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 28 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-20- 2021

SOLD TO:

Mr. Mrs. Miss Jennie Ann Roberts

ADDRESS 612 Bay Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 113 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-26- 2021

SOLD TO:

Mr. Mrs. Miss Bobby Sims

ADDRESS 239 Hartfield Rd Apt. #17 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 41 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-23- 2021

SOLD TO:

Mr. Mrs. Miss

Dell Sanders

ADDRESS

116 Saucier Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 34 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CK# 1807

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-15- 2021

SOLD TO:

Mr. Mrs. Miss

Don M. Carter

ADDRESS

323 North 20th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 80 Section No. 38 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-26- 2021

SOLD TO:

Mr. Mrs. Miss

Candida Hibbler

ADDRESS

1001 Cedar St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 30 Section No. 4 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CK# 154

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-26- 2021

SOLD TO:

Mr. Mrs. Miss Catherine H. Griffin
ADDRESS 2501 Melrose St. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 79 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 2846

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-22- 2021

SOLD TO:

Mr. Mrs. Miss Tecnie Gwen Broome
ADDRESS 6 Sistrunk Lane Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 29 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-21 2021

SOLD TO:

Mr. Mrs. Miss Bud Sumrell

ADDRESS P.O. Box 17065 Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 92 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 1238

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-27 2021

SOLD TO:

Mr. Mrs. Miss Essie L. Jackson

ADDRESS 18 Progress St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 1 Section No. 1 in South H.H. Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 2377

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/28/ 2021

SOLD TO:

Mr. Mrs. Miss Le Roy "Dee-Wee" Shelton

ADDRESS 131 Tanglewood DR, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 44 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Debit card Paid By: Kelvin James

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/30/ 2021

SOLD TO:

Mr. Mrs. Miss T. Ray Hibbler

ADDRESS 1201 Cedar St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 30 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries

Debit card (ATA)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-30- 2021

SOLD TO:

Mr. Mrs. Miss Selena Shontae Blackwell

ADDRESS 37 Deerfield Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 114 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CC
(Biddy F. Sanford)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-30- 2021

SOLD TO:

Mr. (Mrs.) Miss Selena Shontae Blackwell

ADDRESS 37 Deerfield Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 114 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CC

(Bobby F. Sanford)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-30- 2021

SOLD TO:

Mr. (Mrs.) Miss Selena Shontae Blackwell

ADDRESS 37 Deerfield Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ Lot No. 114 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CC

(Bobby F. Sanford)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/27/2021

SOLD TO:

Mr. Mrs. Miss Christopher N. Gray, JR

ADDRESS 725 Grace Ave, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 50 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bonnie
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-28-2021

SOLD TO:

Mr. Mrs. Miss Burnell Gould

ADDRESS 902 South 17th Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 95 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-28-2021

SOLD TO:

Mr. Mrs. Miss Michelle Gould

ADDRESS 902 South 17th Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 95 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-04- 2021

SOLD TO:

Mr. Mrs. Miss Calvin Johnson
ADDRESS P.O. Box 17814 Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 2 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/04/ 2021

SOLD TO:

Mr. Mrs. Miss Montanda Buckhalter
ADDRESS 1309 Deason Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 28 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/03/ 2021

SOLD TO:

Mr. Mrs. Miss Ray Smith
ADDRESS 5891 US Hwy 49, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 1 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-05- 2021

SOLD TO:

Mr. Mrs. Miss Tarence Curry-Myers
ADDRESS P.O. Box 16147 Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 79 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 4855 (Forrest)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/03/ 2021

SOLD TO:

Mr. Mrs. Miss Richard Mc Bride
ADDRESS P.O. Box 16147, Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 22 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baur
Supt. of City Cemeteries

(Forrest) CK# 4855

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-05- 2021

SOLD TO:

Mr. Mrs. Miss Malvin Buckett
ADDRESS Loop Rd, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 89 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 6902

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto LeRoy "Pee-Wee" Shelton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 44 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Terrie Gwen Broome, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 28 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jennie Ann Roberts, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 113 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bobby Sims, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 41 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dell Sanders, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 34 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Claudia Hibbler, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 30 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Catherine H. Griffin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 79 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Terrie Gwen Broome, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 29 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Don M. Carter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 80 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Bud Sumrall, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 92 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Essie L. Jackson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot Number: 1 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Rev. T. Roy Hibbler, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 30 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Selena Shontae Blackwell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 114 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Selena Shontae Blackwell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 114 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Selena Shontae Blackwell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 114 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Christopher N. Gray, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 50 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Burnell Gould, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 95 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Michelle Gould, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 95 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Calvin Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 2 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Youlanda Buckhalter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot 28 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Torrence Curry-Myers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 79 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Richard McBride, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 22 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Roy Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 1 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Melvin Burkett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 89 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of May, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of May, 2021.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 18, 2021

Re: Approve claims docket for the period ending May 14, 2021.
File Number: 2021-415
Minute Book #

Summary

Approve claims docket for the period ending May 14, 2021.

Recommendation Statement

Please place this on the May 18, 2021 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
BALANCE SHEET												
D/F EMER.MGMT.DISTRICT												
001000	0520EM			M8183270010594	5/21	0	2021	8	INV P	2,986.14	051421	282639 5/21 LONG DISTANCE
002158	AT&T											
ACCOUNT TOTAL										2,986.14		
D/F LIBRARY												
001000	0520LB			M8183270010594	5/21	0	2021	8	INV P	242.66	051421	282639 5/21 LONG DISTANCE
002158	AT&T											
ACCOUNT TOTAL										242.66		
GAS/LUBRICANT-CITY BARN												
001000	060100						2021	8	INV P	9,755.71	051421	282754 GAS FOR FUEL STATIO
003497	MAPLES GAS COMPANY		200268a			0	2021	8	INV P	15.59	051421	282754 GAS & DIESEL FOR FU
003497	MAPLES GAS COMPANY		200445			0	2021	8	INV P	7,292.98	051421	282754 DIESEL FOR FUEL STA
003497	MAPLES GAS COMPANY		203133			221814	2021	8	INV P	17,064.28		
003918	PINE BELT OIL COMPAN		10719448			221914	2021	8	INV P	7,486.38	051421	282786 DIESEL FOR FUEL STA
003918	PINE BELT OIL COMPAN		10726426-	10730104		221697	2021	8	INV P	21,137.68	051421	282786 GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN		10726430			221815	2021	8	INV P	13,692.07	051421	282786 GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN		10732637			220852	2021	7	INV P	7,518.02	051421	282786 DIESEL FOR FUEL STA
003918	PINE BELT OIL COMPAN		10732646			220954	2021	7	INV P	7,228.10	051421	282786 DIESEL FOR FUEL STA
										57,062.25		
ACCOUNT TOTAL										74,126.53		
ORG 001000 TOTAL										77,355.33		
REVENUES												
POLICE FINES												
001001	332000						2021	8	INV P	52.80	051421	282816 POLICE FINE COLLECT
004271	SOUTHERN FINANCIAL S		CMCHAT 4/2021			0	2021	8	INV P	50.40	051421	282816 POLICE FINE COLLECT
004271	SOUTHERN FINANCIAL S		CMCHAT2 4/2021			0	2021	8	INV P	1,814.72	051421	282816 POLICE FINE COLLECT
004271	SOUTHERN FINANCIAL S		CMCHAT3 4/2021			0	2021	8	INV P	1,917.92		
ACCOUNT TOTAL										1,917.92		
ORG 001001 TOTAL										1,917.92		
CITY COUNCIL												
OTHER EXPENDABLE OFF.SPL												
001003	501000						2021	8	INV P	79.16	051421	282801 1346 - 04-30-2021 R
001003	REGIONS CARDHOLDER S		1346 - 04-30-2021			0						
004017												
ACCOUNT TOTAL										79.16		
ORG 001003 TOTAL										79.16		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001015						CITY COURT			
001015	510000					CLEANING/JANITORIAL SPLY			
	002136	ANOINTED HANDS SERVI	6924		0	2021 8 INV P	684.43	051421	282633 COURT ANOINTED HAND
						ACCOUNT TOTAL	684.43		
001015	604800					OTHER PROF.-VICTIM'S ADV.GRANT			
	002564	COURT PROGRAMS INC	3419784		0	2021 8 INV P	1,465.00	051421	282684 COURT BHC/DRUG TEST
						ACCOUNT TOTAL	1,465.00		
001015	604900					OTHER PROFESSIONAL SERV.			
	047350	NELSON BRYAN P.A.	63669		0	2021 8 INV P	1,104.00	051421	282769 COURT ANDREW HATTEN
						ACCOUNT TOTAL	1,104.00		
001015	604901					OTHER PROF-TECHNOLOGY			
	002385	C SPIRE BUSINESS (FO C003797857			0	2021 8 INV P	28.95	051421	282659 COURT CSPIRE TELECO
	002385	C SPIRE BUSINESS (FO C004686196			0	2021 8 INV P	28.95	051421	282659 COURT CSPIRE MON.BI
							57.90		
	004017	REGIONS CARDHOLDER S 1708 - 04-30-2021			0	2021 8 INV P	144.00	051421	282801 1708 - 04-30-2021 R
						ACCOUNT TOTAL	201.90		
001015	611000					TRAVEL EXPENSE			
	004017	REGIONS CARDHOLDER S 1708 - 04-30-2021			0	2021 8 INV P	89.59	051421	282801 1708 - 04-30-2021 R
						ACCOUNT TOTAL	89.59		
001015	630000					GAS			
	004321	SPIRE ENERGY	G2021-11 MAY		0	2021 8 INV P	33.50	051421	282824 GAS VARIOUS LOCATIO
						ACCOUNT TOTAL	33.50		
						ORG 001015 TOTAL	3,578.42		
001020						MAYOR/ADMIN.			
001020	511500					FOOD			
	002766	EXELL WATER AND COFF 347017			0	2021 8 INV P	106.69	051421	282698 ADMIN - COFFEE & SU
						ACCOUNT TOTAL	106.69		
001020	604900					OTHER PROFESSIONAL SERV.			
	002905	GILLILANDS ELECTRONI 4881			221476	2021 8 INV P	91.34	051421	282712 ADMIN - SERVICE CAL
						ACCOUNT TOTAL	91.34		
001020	606000					TELEPHONE AND TELEGRAPH			
	002160	AT&T MOBILITY	287289913717X0505202	0		2021 8 INV P	99.39	051421	282642 MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL										99.39			
001020	611000						TRAVEL EXPENSE						
004017	REGIONS	CARDHOLDER	S	4524 - 04-30-2021	0	2021	8	CRM	P	-301.07	051421	282801 4524 - 04-30-2021 R	
ACCOUNT TOTAL										-301.07			
001020	615000						ADVERTISING						
004017	REGIONS	CARDHOLDER	S	4524 - 04-30-2021	0	2021	8	CRM	P	18.05	051421	282801 4524 - 04-30-2021 R	
ACCOUNT TOTAL										18.05			
001020	641000						OFFICE EQUIPMENT RENT						
003825	OWENS	BUSINESS MACHI		418689	0	2021	7	INV	P	187.00	051421	282777 ADMIN - COPIER LEAS	
003825	OWENS	BUSINESS MACHI		418690	0	2021	7	INV	P	144.11	051421	282777 ADMIN - COPIER MAIN	
										331.11			
ACCOUNT TOTAL										331.11			
001020	684000						DUES AND MEMBERSHIPS						
047485	MISSISSIPPI	ECONOMIC		11502	0	2021	7	INV	P	300.00	051421	282761 ANNUAL MEMBERSHIP D	
ACCOUNT TOTAL										300.00			
ORG 001020 TOTAL										645.51			
001030	ELECTIONS												
001030	615000						ADVERTISING						
003141	HUB CITY	SPOKES		97821	0	2021	8	INV	P	11.64	051421	282731 CITY WIDE ADS AND N	
ACCOUNT TOTAL										11.64			
001030	620000						PRINTING						
004050	RICOH	CORP		5061888590	0	2021	8	INV	P	564.75	051421	282803 CHARGES FOR PRODUCT	
ACCOUNT TOTAL										564.75			
001030	699900						SERVICES NOT SPECIFIED						
002724	ELECTION SYSTEMS & S	CD2001783			0	2021	8	INV	P	13,818.00	051421	282693 TECH SUPPORT MACH R	
002724	ELECTION SYSTEMS & S	CD2002255			0	2021	8	INV	P	5,945.00	051421	282693 ELECTION TECH SUPPO	
										19,763.00			
004655	WILLIAMS, CAROLYN			4/27/21 RNOFF ELECCW	0	2021	8	INV	P	125.00	051421	282854 4/27/21 RUNOFF ELEC	
047383	CHATMAN SHIRLEY			4/27/21 RNOFF ELECS	0	2021	8	INV	P	125.00	051421	282668 4/27/21 RUN OFF ELE	
047522	O'NEAL MICHAEL			4/24/21 RNOFF ELECMO	0	2021	8	INV	P	125.00	051421	282772 4/27/21 RUN OFF ELE	
ACCOUNT TOTAL										20,138.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ORG 001030		TOTAL		20,714.39		
001040 MUNICIPAL CLERK											
001040 501000					OTHER EXPENDABLE OFF.SPL						
004327 STANDARD OFFICE SUPP 5205371-0					221682	2021	8	INV P	389.39	051421	282826 OFC SUPPLIES
004327 STANDARD OFFICE SUPP 5205408-0					0	2021	8	INV P	2.59	051421	282826 RUBBERBAND
									391.98		
					ACCOUNT TOTAL				391.98		
001040 615000					ADVERTISING						
002847 FORREST COUNTY CHANC 0061					0	2021	7	INV P	104.00	051421	282705 WARRANTY DEED QCLAI
003141 HUB CITY SPOKES 97821					0	2021	8	INV P	278.68	051421	282731 CITY WIDE ADS AND N
					ACCOUNT TOTAL				382.68		
001040 620000					PRINTING						
004050 RICOH CORP 5061888590					0	2021	8	INV P	183.67	051421	282803 CHARGES FOR PRODUCT
					ACCOUNT TOTAL				183.67		
001040 641000					OFFICE EQUIPMENT RENT						
004057 RJ YOUNG COMPANY INV4213997					0	2021	8	INV P	204.00	051421	282804 COPIER LEASE FOR CL
					ACCOUNT TOTAL				204.00		
					ORG 001040		TOTAL		1,162.33		
001042 ACCOUNTING DIV.											
001042 501000					OTHER EXPENDABLE OFF.SPL						
003809 OFFICE DEPOT INC 2489456493					221581	2021	8	INV P	51.14	051421	282775 OFFICE SUPPLIES - A
					ACCOUNT TOTAL				51.14		
					ORG 001042		TOTAL		51.14		
001045 PURCHASING DIV.											
001045 500300					PAPER						
004327 STANDARD OFFICE SUPP 5205455-0					221805	2021	8	INV P	190.00	051421	282826 COPY PAPER / PURCHA
					ACCOUNT TOTAL				190.00		
					ORG 001045		TOTAL		190.00		
001080 HUMAN RESOURCES											
001080 500300					PAPER						
003809 OFFICE DEPOT INC 2478327162					220953	2021	8	INV P	329.90	051421	282775 PAPER FOR HUMAN RES
					ACCOUNT TOTAL				329.90		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001080	636500									
										OFFICE EQUIPMENT R&M
004050	RICOH CORP	34520803	0	2021	8	INV P	221.67	051421	282803	MONTHLY COPIER LEAS
004050	RICOH CORP	34837257	0	2021	8	INV P	11.08	051421	282803	COPIER LEASE LATE F
004050	RICOH CORP	34912298	0	2021	8	INV P	221.67	051421	282803	MONTHLY COPIER LEAS
004050	RICOH CORP	5061739410	0	2021	8	INV P	150.30	051421	282803	MONTHLY COPIER OVER
							604.72			
							ACCOUNT TOTAL	604.72		
				ORG 001080		TOTAL	934.62			
001090										URBAN DEVELOPMT
001090	505000									SUBSCRIPTIONS,MAGS,MAPS
004017	REGIONS CARDHOLDER S	1708 - 04-30-2021	0	2021	8	INV P	205.44	051421	282801	1708 - 04-30-2021 R
							ACCOUNT TOTAL	205.44		
001090	570000									MTR VEHICLE REP. PTS/SPL
002168	AUTO ZONE	0139729357	221685	2021	8	INV P	39.98	051421	282645	WIPERS, UNIT 17527
							ACCOUNT TOTAL	39.98		
001090	620000									PRINTING
004050	RICOH CORP	5061888590	0	2021	8	INV P	48.16	051421	282803	CHARGES FOR PRODUCT
							ACCOUNT TOTAL	48.16		
001090	641000									OFFICE EQUIPMENT RENT
004050	RICOH CORP	5061324032	0	2021	8	INV P	141.12	051421	282803	COPIER FEES, JAN 20
							ACCOUNT TOTAL	141.12		
001090	684000									DUES AND MEMBERSHIPS
004017	REGIONS CARDHOLDER S	1346 - 04-30-2021	0	2021	8	INV P	180.00	051421	282801	1346 - 04-30-2021 R
							ACCOUNT TOTAL	180.00		
				ORG 001090		TOTAL	614.70			
001091										INFO TECHNOLOGY
001091	508000									COMPUTER SUPPLIES
002613	DAKTECH COMPUTERS	INV0342372	221799	2021	8	INV P	178.00	051421	282688	AC ADAPTER - IT DEP
002905	GILLILANDS ELECTRONI	4924	221595	2021	8	INV P	90.00	051421	282712	PROX CARDS - IT DEP
							ACCOUNT TOTAL	268.00		
001091	604900									OTHER PROFESSIONAL SERV.
004482	TYLER TECHNOLOGIES IN	045-337340	0	2021	8	INV P	4,200.00	051421	282836	MUNIS IMPLEMENTATIO
004482	TYLER TECHNOLOGIES IN	045-337640	0	2021	8	INV P	2,100.00	051421	282836	MUNIS IMPLEMENTATIO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									6,300.00		
ACCOUNT TOTAL									6,300.00		
001091	606800					NETWORK					
002384	C SPIRE	(MEGAGATE)	1634154	0	2021	8	INV	P	16,251.28	051421	282657 NETWORK/INTERET - M
002384	C SPIRE	(MEGAGATE)	1637015	0	2021	8	INV	P	883.49	051421	282657 NETWORK/INTERET - M
									17,134.77		
ACCOUNT TOTAL									17,134.77		
001091	606900					NETWORK WIRELESS					
002160	AT&T MOBILITY		287289913717X0505202	0	2021	8	INV	P	305.57	051421	282642 MB2016-287/WIRELESS
ACCOUNT TOTAL									305.57		
001091	636500					OFFICE EQUIPMENT R&M					
002158	AT&T		0591 4.8.21	0	2021	8	INV	P	47.00	051421	282638 INTERACT SUPPORT -
002158	AT&T		0598 4.8.21	0	2021	8	INV	P	6,790.00	051421	282638 INTERACT SUPPORT -
									6,837.00		
003342	KRONOS INCORPORATED		11754991	0	2021	8	INV	P	2,000.00	051421	282743 PAYROLL TIME EXPORT
004050	RICOH CORP		34643966	0	2021	8	INV	P	11.65	051421	282803 LATE CHARGE ON INV
004050	RICOH CORP		5061888590	0	2021	8	INV	P	104.02	051421	282803 CHARGES FOR PRODUCT
									115.67		
ACCOUNT TOTAL									8,952.67		
ORG 001091 TOTAL									32,961.01		
001092	GEN.GOV'T.BLDG										
001092	546000					MINOR EQUIPMENT					
003543	MCELHANEY PLUMBING I		288196	221789	2021	7	INV	P	39.90	051421	282756 TRAIN DEPOT RACHET
ACCOUNT TOTAL									39.90		
001092	560000					BUILDING MATERIALS & SPLY					
002901	GILKEY ELECTRIC SUPP		337118	221316	2021	8	INV	P	77.50	051421	282711 TRAIN DEPOT FRONT E
ACCOUNT TOTAL									77.50		
001092	630000					GAS					
004321	SPIRE ENERGY		G2021-11 MAY	0	2021	8	INV	P	1,141.84	051421	282824 GAS VARIOUS LOCATIO
ACCOUNT TOTAL									1,141.84		
001092	635000					BUILDING R&M					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003140	HUB CITY CONSTRUCTIO	2174	221080	2021	7	INV	P		11,500.00	051421	282730 TWO-QUOTE ADMIN - B
003905	PIERCE PLUMBING INC	606091	0	2021	8	INV	P		250.00	051421	282784 SERVICE CALL TO REP
ACCOUNT TOTAL									11,750.00		
001092	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	L2021-4/21 PEST	0	2021	7	INV	P		65.00	051421	282726 QUATERLY PEST CONTR
003040	HAVARD PEST CONTROL	L2021-5/7 PEST	0	2021	8	INV	P		48.00	051421	282726 PEST CONTROL VARIOU
									113.00		
ACCOUNT TOTAL									113.00		
001092	644900			OTHER RENT							
002720	EDWARDS PROPERTY MGM	2020-136 6/2021	0	2021	8	INV	P		1,100.00	051421	282692 DRIVERS LICENSE STA
ACCOUNT TOTAL									1,100.00		
ORG 001092 TOTAL									14,222.24		
001093				INTERMODAL FAC O&M							
001093	510000			CLEANING/JANITORIAL SPLY							
047321	WOODWARD GUY	00221566	221566	2021	7	INV	P		445.00	051421	282856 TRAIN DEPOT STEAM C
ACCOUNT TOTAL									445.00		
001093	560000			BUILDING MATERIALS & SPLY							
002901	GILKEY ELECTRIC SUPP	337118	221316	2021	8	INV	P		779.00	051421	282711 TRAIN DEPOT FRONT E
002901	GILKEY ELECTRIC SUPP	338355	221316	2021	8	INV	P		507.00	051421	282711 TRAIN DEPOT FRONT E
									1,286.00		
ACCOUNT TOTAL									1,286.00		
001093	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	L2021-4/21 PEST	0	2021	7	INV	P		85.00	051421	282726 QUATERLY PEST CONTR
ACCOUNT TOTAL									85.00		
001093	639900			OTHER REPAIRS AND MAINT.							
002905	GILLILANDS ELECTRONI	4868	221442	2021	8	INV	P		142.90	051421	282712 TRAIN DEPOT ALARM C
003570	MCQUAGGE PRODUCTIONS	1338	221672	2021	8	INV	P		365.00	051421	282757 TRAIN DEPOT SOUND S
ACCOUNT TOTAL									507.90		
ORG 001093 TOTAL									2,323.90		
001094				METRPLTN PLANG.							
001094	501000			OTHER EXPENDABLE OFF.SPL							
004328	STAPLES	347516842	221655	2021	8	INV	P		210.81	051421	282827 OFFICE SUPPLIES - M

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
004328	STAPLES	3475958048	221655	2021 8	INV	P	17.29	051421	282827	OFFICE SUPPLIES - M
							228.10			
ACCOUNT TOTAL							228.10			
001094	508000									
004328	STAPLES	3475416841	221655	2021 8	INV	P	49.99	051421	282827	OFFICE SUPPLIES - M
ACCOUNT TOTAL							49.99			
ORG 001094 TOTAL							278.09			
001095										
001095	602500									
002377	BUTLER,SNOW,O'MARA,S	10297392	0	2021 8	INV	P	3,000.00	051421	282656	CONTINUING DISCLOSU
003090	HICKS LAW FIRM, LLC	9937	0	2021 8	INV	P	800.00	051421	282727	RIELS V. CIVIL SERV
003090	HICKS LAW FIRM, LLC	9938	0	2021 8	INV	P	2,540.00	051421	282727	PRECISION CONSTR. V
							3,340.00			
003637	MONTAGUE, PITTMAN &	48474	0	2021 8	INV	P	1,000.00	051421	282764	CIVIL SERVICE COMMI
ACCOUNT TOTAL							7,340.00			
001095	602701									
002136	ANOINTED HANDS SERVI	6922	0	2021 8	INV	P	280.00	051421	282633	MAY JANITORIAL SVC
002522	COMCAST	050521	0	2021 8	INV	P	185.67	051421	282679	CABLE SVC EMPLOYEE
003576	MEDICAL ANALYSIS-GHV	10616	0	2021 8	INV	P	31,076.17	051421	282758	APRIL CLINIC FEES
003576	MEDICAL ANALYSIS-GHV	10638	0	2021 8	INV	P	40,220.82	051421	282758	MAY EMPLOYEE CLINIC
							71,296.99			
ACCOUNT TOTAL							71,762.66			
001095	606000									
002158	AT&T	L2021-5/11 BLLD	0	2021 8	INV	P	225.85	051421	282638	L2021-5/11 BLLD
002158	AT&T	L2021-BL5/11	0	2021 8	INV	P	53.92	051421	282638	BLUE LIGHTS ON THE
002158	AT&T	M8183270010594 5/21	0	2021 8	INV	P	6,665.99	051421	282639	5/21 LONG DISTANCE
							6,945.76			
002159	AT&T LONG DISTANCE S	0274617786	0	2021 8	INV	P	40.03	051421	282641	ONE NET SERVICE 4/2
047050	C SPIRE (IP)	L2021-5/11 CSPIRE	0	2021 8	INV	P	5,024.90	051421	282658	CITY WIDE PHONE SER
ACCOUNT TOTAL							12,010.69			
001095	615500									
UNALLOCATED ADVERTISING										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003055	H'BURG DOWNTOWN ASSN	HD-2021	0	2021	7	INV	P		2,500.00	051421	282721 ADMIN - ANNUAL MTG
ACCOUNT TOTAL									2,500.00		
001095	620000			PRINTING							
004050	RICOH CORP	5061888590	0	2021	8	INV	P		45.87	051421	282803 CHARGES FOR PRODUCT
ACCOUNT TOTAL									45.87		
001095	627000			SURETY AND FORGERY BONDS							
004307	SOUTHGROUP (HATTIESB	196995	0	2021	8	INV	P		175.00	051421	282822 BOND RENEWAL-KEATON
ACCOUNT TOTAL									175.00		
001095	683200			BANK SERV/TRF FEE							
004017	REGIONS CARDHOLDER S	7079 - 04-30-2021	0	2021	8	INV	P		160.30	051421	282801 7079 - 04-30-2021 L
ACCOUNT TOTAL									160.30		
ORG 001095 TOTAL									93,994.52		
001100				POLICE/PUB.SFTY							
001100	500300			PAPER							
003810	OFFICE PRODUCTS PLUS	939737-0	221761	2021	8	INV	P		256.13	051421	282776 OFFICE/CLEANING SUP
ACCOUNT TOTAL									256.13		
001100	501000			OTHER EXPENDABLE OFF.SPL							
002527	COMMERCIAL STATIONER	446835-0	221760	2021	7	INV	P		599.31	051421	282681 CHAIRS FOR SHOP-HPD
003810	OFFICE PRODUCTS PLUS	932716-1	220823	2021	8	INV	P		26.43	051421	282776 OFFICE SUPPLIES & P
003810	OFFICE PRODUCTS PLUS	939173-0	221654	2021	7	INV	P		258.56	051421	282776 OFFICE SUPPLIES-HPD
003810	OFFICE PRODUCTS PLUS	939737-0	221761	2021	8	INV	P		1,030.45	051421	282776 OFFICE/CLEANING SUP
003810	OFFICE PRODUCTS PLUS	9739737-1	221761	2021	8	INV	P		318.39	051421	282776 OFFICE/CLEANING SUP
									1,633.83		
ACCOUNT TOTAL									2,233.14		
001100	508000			COMPUTER SUPPLIES							
002436	CELLEBRITE USA CORP	Q-179678-3	220235	2021	8	INV	P		4,300.00	051421	282662 DETECITVE SOFTWARE
ACCOUNT TOTAL									4,300.00		
001100	510000			CLEANING/JANITORIAL SPLY							
003810	OFFICE PRODUCTS PLUS	939737-0	221761	2021	8	INV	P		74.14	051421	282776 OFFICE/CLEANING SUP
ACCOUNT TOTAL									74.14		
001100	511200			SUPPLIES-DOJ CORONA VIR							
003635	MOMAR INC	PSI1394234	221664	2021	8	INV	P		1,027.68	051421	282763 DISPENSOR AND SANIT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL								1,027.68			
001100	525000	GAS AND OIL									
002443	CERTIFIED LABORATORI	7303495	221736	2021	8	INV	P	2,414.50	051421	282665	OIL FOR SHOP-HPD
003918	PINE BELT OIL COMPAN	4/2021	0	2021	8	INV	P	490.61	051421	282786	4/2021 MINIT MART C
ACCOUNT TOTAL								2,905.11			
001100	535500	WEARING APPAREL									
004017	REGIONS CARDHOLDER S	4670 - 04-30-2021	0	2021	8	INV	P	69.98	051421	282801	4670 - 04-30-2021 R
ACCOUNT TOTAL								69.98			
001100	546000	MINOR EQUIPMENT									
002158	AT&T	614076760	221477	2021	8	INV	P	242.20	051421	282638	ANTENNA'S FOR NOLA
004593	WATCH GUARD VIDEO	ADVREP202073	204550	2021	8	INV	P	1,380.00	051421	282852	VISTA REPAIRS
ACCOUNT TOTAL								1,622.20			
001100	570000	MTR VEHICLE REP. PTS/SPL									
002060	ADVANCE AUTO PARTS	5604109877335	221410	2021	7	INV	P	849.65	051421	282625	PARTS 18329,21137,S
002060	ADVANCE AUTO PARTS	5604110377440	221461	2021	7	INV	P	730.17	051421	282625	PARTS FOR UNIT#20421
002060	ADVANCE AUTO PARTS	5604111977876	221772	2021	8	INV	P	947.87	051421	282625	REPAIR PARTS UNIT#1
002060	ADVANCE AUTO PARTS	5604113077976	221740	2021	8	INV	P	1,582.27	051421	282625	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	5604113077983	221793	2021	8	INV	P	345.02	051421	282625	REPAIR PART/18324,S
002060	ADVANCE AUTO PARTS	5604113278011	221851	2021	8	INV	P	359.79	051421	282625	REPAIR PARTS FOR ST
002060	ADVANCE AUTO PARTS	5804113278042	221812	2021	8	INV	P	815.02	051421	282625	PARTS FOR UNIT#1970
								5,629.79			
002413	CARQUEST AUTO PARTS	14758-157860	221790	2021	8	INV	P	1,291.19	051421	282660	REPAIR PARTS FOR UN
002413	CARQUEST AUTO PARTS	14758-157924	221745	2021	8	INV	P	203.88	051421	282660	ENG MNT FRNT LEFT R
								1,495.07			
002565	COURTESY MOTORS INC	520647	221490	2021	8	INV	P	70.11	051421	282685	SWITCH UNIT#20393-H
003818	O'REILLY AUTO PARTS	0943-310473	0	2021	8	INV	P	11.75	051421	282773	BRAKE PADS-HPD
003818	O'REILLY AUTO PARTS	0943-316130	0	2021	8	INV	P	652.57	051421	282774	AC COMPRESSOR
003818	O'REILLY AUTO PARTS	0943-344015	0	2021	8	INV	P	32.46	051421	282773	SEMI-MET PAD
								696.78			
004514	UNIVERSITY TIRE & SE	INV173406	221773	2021	8	INV	P	2,520.00	051421	282842	TIRES FOR STOCK-HPD
ACCOUNT TOTAL								10,411.75			
001100	603000	VETERINARIAN									
003106	HOLLAND VETERINARY H	33609	0	2021	8	INV	P	575.20	051421	282728	VET VISIT FOR K9 RI
003106	HOLLAND VETERINARY H	46184	0	2021	8	INV	P	416.70	051421	282728	VISIT FOR K9 VOODOO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									991.90		
ACCOUNT TOTAL									991.90		
001100	604900					OTHER PROFESSIONAL SERV.					
002159	AT&T LONG DISTANCE S	381747	0	2021	8	INV	P	70.00	051421	282640	TRACKING FOR CASE-H
002523	COMCAST CABLEVISION	5/1/2021-5/31/2021	0	2021	8	INV	P	119.51	051421	282680	CONVERTER BOX LEASE
002832	FLOWERS BY MARIAM	56175	221871	2021	8	INV	P	500.00	051421	282703	MEMORIAL WREATHS
004008	RAYNER, JACK	05/05/21	0	2021	8	INV	P	450.00	051421	282799	POLYGRAPH LATERALS
004453	TRANSUNION RISK AND	3620606-202104-1	0	2021	8	INV	P	303.00	051421	282831	ONLINE INVESTIGATIO
ACCOUNT TOTAL									1,442.51		
001100	606000					TELEPHONE AND TELEGRAPH					
002158	AT&T	L2021-11 MAY	0	2021	8	INV	P	413.50	051421	282638	HPD M31-8222 4/23-5
002158	AT&T	L2021-5/11	0	2021	8	INV	P	202.00	051421	282638	HPD VEHICLE LOCATOR
									615.50		
002160	AT&T MOBILITY	287289913717X0505202	0	2021	8	INV	P	4,780.37	051421	282642	MB2016-287/WIRELESS
ACCOUNT TOTAL									5,395.87		
001100	611000					TRAVEL EXPENSE					
003792	NORRIS, LATONYA	8902 OT	0	2021	8	INV	P	410.36	051421	282771	TRAVEL ADVANCE ACCR
ACCOUNT TOTAL									410.36		
001100	612000					FREIGHT					
004505	UNITED PARCEL SERVIC	00008E1Y15171	0	2021	8	INV	P	24.07	051421	282841	SHIPPING FEES-HPD
047052	DANA SAFETY	718866	221098	2021	8	INV	P	10.00	051421	282689	LIGHTS FOR (10) NEW
ACCOUNT TOTAL									34.07		
001100	626500					AUTOMOBILE INSURANCE					
004134	SCOTT, CLYDE C INSUR	39201	0	2021	8	INV	P	14,592.00	051421	282809	MOTORCYCLE INSURANC
ACCOUNT TOTAL									14,592.00		
001100	638400					MOTOR VEHICLE EQ. R&M					
003246	JERRY'S AUTOMOTIVE R	21118	221706	2021	8	INV	P	651.95	051421	282737	OIL LEAK REPAIR UNI
003421	LIL TIRE SHOPPE (BR	1104214B	0	2021	7	INV	P	195.00	051421	282749	ADDENDUM TO PO#2205
003861	PATTERSON AUTO ELECT	2243.79	221807	2021	8	INV	P	2,243.79	051421	282779	ENGINE REPAIR UNIT#
003861	PATTERSON AUTO ELECT	80862	220751	2021	8	INV	P	501.90	051421	282779	ADDITIONAL REPAIR T

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003861	PATTERSON AUTO ELECT	80868	221912	2021	8	INV	P		787.50	051421	282779 R&R TO UNIT#18331-H
003861	PATTERSON AUTO ELECT	80943	221872	2021	8	INV	P		1,120.95	051421	282779 AMMENDMENT TO PO#22
									4,654.14		
ACCOUNT TOTAL									5,501.09		
001100	639400										
003040	HAVARD PEST CONTROL	L2021-4/21 PEST	0								
									165.00	051421	282726 QUATERLY PEST CONTR
ACCOUNT TOTAL									165.00		
001100	639800										
003389	LARRY'S WRECKER SERV	8716	0						55.00	051421	282748 TOWING OF UNIT#1833
003389	LARRY'S WRECKER SERV	8718	0						55.00	051421	282748 TOWING OF UNTI#1770
									110.00		
047399	WALLEYS WRECKER SERV	0223	0						65.00	051421	282849 TOWING OF UNIT#182
ACCOUNT TOTAL									175.00		
001100	641000										
004057	RJ YOUNG COMPANY	INV42000052	0						487.60	051421	282804 MB#2011-6/196 COPIE
ACCOUNT TOTAL									487.60		
001100	684500										
004017	REGIONS CARDHOLDER S	4670 - 04-30-2021	0						770.00	051421	282801 4670 - 04-30-2021 R
ACCOUNT TOTAL									770.00		
001100	740000										
047052	DANA SAFETY	718866	221098	2021	8	INV	P		1,400.00	051421	282689 LIGHTS FOR (10) NEW
047052	DANA SAFETY	720430	220240	2021	8	INV	P		3,050.00	051421	282689 PUSH BUMPER FOR (10
									4,450.00		
ACCOUNT TOTAL									4,450.00		
ORG 001100 TOTAL									57,315.53		
001131											
001131	501000										
002527	COMMERCIAL STATIONER	436573-1	0						26.69	051421	282681 P/F FACIAL TISSUE
002527	COMMERCIAL STATIONER	446911-0	221798	2021	8	INV	P		75.65	051421	282681 P/F OFFICE SUPPLIES
									102.34		
004057	RJ YOUNG COMPANY	INV4130075	221057	2021	8	INV	P		88.75	051421	282804 P/F OFFICE SUPPLIES
ACCOUNT TOTAL									191.09		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001131	502000										
002527	COMMERCIAL STATIONER	437484-0			200576	2021	8	INV P	34.24	051421	282681 SUPPLIES
MINOR OFFICE EQUIP/FURN.									34.24		
ACCOUNT TOTAL									34.24		
001131	510000										
002527	COMMERCIAL STATIONER	437484-0			200576	2021	8	INV P	33.49	051421	282681 SUPPLIES
002527	COMMERCIAL STATIONER C	437484-0			200576	2021	8	CRM P	-34.97	051421	282681 SUPPLIES
CLEANING/JANITORIAL SPLY									-1.48		
ACCOUNT TOTAL									-1.48		
001131	511500										
004017	REGIONS CARDHOLDER S	1708 - 04-30-2021	0			2021	8	INV P	151.21	051421	282801 1708 - 04-30-2021 R
FOOD									151.21		
ACCOUNT TOTAL									151.21		
001131	535500										
002879	GALL'S LLC	017858989			220988	2021	8	INV P	420.14	051421	282708 P/F UNIFORMS
002879	GALL'S LLC	018022315			220988	2021	8	CRM P	-938.99	051421	282708 P/F UNIFORMS
002879	GALL'S LLC	018253871			220988	2021	8	INV P	217.52	051421	282708 P/F UNIFORMS
WEARING APPAREL									-301.33		
ACCOUNT TOTAL									-301.33		
001131	535600										
002879	GALL'S LLC	017858989			220988	2021	8	INV P	969.40	051421	282708 P/F UNIFORMS
WEARING APPAREL-FIRE									969.40		
ACCOUNT TOTAL									969.40		
001131	544000										
002068	AGRI-AFC LLC	1098662			221828	2021	8	INV P	185.00	051421	282626 P/F WEED SPRAY
004499	UNDERWOOD OUTDOOR PO	98763			221877	2021	8	INV P	42.48	051421	282840 P/F EDGER BLADES
HORT./LANDSCAPING SPLY.									227.48		
ACCOUNT TOTAL									227.48		
001131	546600										
004495	ULINE	132936574			221670	2021	8	INV P	327.15	051421	282839 P/F RESPIRATORS
HAZ.MAT SUPPLIES									327.15		
ACCOUNT TOTAL									327.15		
001131	559000										
003963	PRECISION DELTA CORP	19090			204041	2021	8	INV P	3,463.20	051421	282795 AMMO FOR OFFICERS
003963	PRECISION DELTA CORP	19932			204041	2021	8	INV P	6,348.00	051421	282795 AMMO FOR OFFICERS
OTHER OPERATING MATL/SPLY									9,811.20		
ACCOUNT TOTAL									9,811.20		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR INVOICE		PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001131	559100				OTHER OPER.MATLS-FULL R			
003615	MISSISSIPPI AG COMPA	P61622	221882	2021	8 INV P	130.38	051421	282760 P/F BATTERY FOR TRA
					ACCOUNT TOTAL	130.38		
001131	560000				BUILDING MATERIALS & SPLY			
003457	LOWE'S OF HATTIESBUR	953860-GSHUJK	220654	2021	8 INV P	217.48	051421	282750 P/F BUILDING SUPPLI
					ACCOUNT TOTAL	217.48		
001131	630000				GAS			
004321	SPIRE ENERGY	G2021-11 MAY	0	2021	8 INV P	152.81	051421	282824 GAS VARIOUS LOCATIO
					ACCOUNT TOTAL	152.81		
001131	639400				DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	L2021-4/21 PEST	0	2021	7 INV P	100.00	051421	282726 QUATERLY PEST CONTR
					ACCOUNT TOTAL	100.00		
001131	644900				OTHER RENT			
004494	U SAVE AUTO RENTAL	20177	221766	2021	7 INV P	99.95	051421	282838 P/F VAN RENTAL
					ACCOUNT TOTAL	99.95		
001131	684600				REGISTRATN FEE-FIRE			
004331	STATE FIRE ACADEMY	28784	0	2021	8 INV P	150.00	051421	282828 P/F RETEST FOR FIRE
					ACCOUNT TOTAL	150.00		
					ORG 001131 TOTAL	12,259.58		
001160					FIRE DIVISION			
001160	501000				OTHER EXPENDABLE OFF.SPL			
003810	OFFICE PRODUCTS PLUS	941045-0	221920	2021	8 INV P	497.98	051421	282776 HFD ADMIN AND PREVE
					ACCOUNT TOTAL	497.98		
001160	502000				MINOR OFFICE EQUIP/FURN.			
002420	CARROT TOP INDUSTRIE	49892100	221492	2021	7 INV P	1,481.23	051421	282661 HFD US AND STATE FL
					ACCOUNT TOTAL	1,481.23		
001160	511000				HOUSEHOLD SUPPLIES			
002101	AMERICAN APPLIANCE &	9483	221373	2021	8 INV P	49.50	051421	282631 HFD STATION ONE WAT
					ACCOUNT TOTAL	49.50		
001160	525000				GAS AND OIL			
002869	FUELMAN OF MS	NP60023650	0	2021	8 INV P	50.16	051421	282707 HFD INSPECTOR S. WH

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003918	PINE BELT OIL COMPAN	4/2021	0	2021	8	INV	P		217.68 051421	282786	4/2021 MINIT MART C
				ACCOUNT TOTAL					267.84		
001160	525700			DIESEL FUEL							
003918	PINE BELT OIL COMPAN	4/2021	0	2021	8	INV	P		1,294.19 051421	282786	4/2021 MINIT MART C
				ACCOUNT TOTAL					1,294.19		
001160	535000			UNIFORMS, BADGES, ETC.							
002733	EMERGENCY EQUIPMENT	459492	220770	2021	7	INV	P		144.00 051421	282696	HFD HELMET FRONTS F
004445	TOP NOTCH EMBROIDERY	889	221673	2021	7	INV	P		100.00 051421	282830	HFD INSPECTOR MERCE
				ACCOUNT TOTAL					244.00		
001160	553500			SFTY/FIRE P/MATL CONTRIB.							
004017	REGIONS CARDHOLDER S	1708 - 04-30-2021	0	2021	8	INV	P		-222.48 051421	282801	1708 - 04-30-2021 R
				ACCOUNT TOTAL					-222.48		
001160	560000			BUILDING MATERIALS & SPLY							
002714	ECONOMY SUPPLY CO	053771	221647	2021	8	INV	P		279.00 051421	282691	HFD STATION ONE CIE
003457	LOWE'S OF HATTIESBUR	953256-GTEHXC	221525	2021	8	INV	P		56.99 051421	282750	HFD STATION 7 KITCH
				ACCOUNT TOTAL					335.99		
001160	561000			PLUMBING SUPPLIES							
003152	HUGHES SUPPLY	S161516151.001	221646	2021	8	INV	P		127.77 051421	282733	HFD STATION 8 WATER
				ACCOUNT TOTAL					127.77		
001160	570000			MTR VEHICLE REP. PTS/SPL							
002194	BARDING GENERATOR &	176268	221692	2021	7	INV	P		101.00 051421	282649	HFD UNIT #18099 REP
002485	CLARKE POWER SERVICE	C108011368:01	220919	2021	8	INV	P		4,096.29 051421	282674	HFD UNIT #15064 REP
002733	EMERGENCY EQUIPMENT	459351	221590	2021	7	INV	P		166.94 051421	282696	HFD UNIT #18099 REP
002733	EMERGENCY EQUIPMENT	459399	221693	2021	8	INV	P		1,112.55 051421	282696	HFD UNIT #18100 BRA
002733	EMERGENCY EQUIPMENT	459552	221780	2021	8	INV	P		305.30 051421	282696	HFD UNIT #13932 THR
									1,584.79		
003746	NAPA AUTO PARTS	5930-628956	221345	2021	8	INV	P		99.42 051421	282767	HFD ENGINE 6 CLEANI
004465	TRUCKPRO LLC	039-0692240	221694	2021	7	INV	P		1,123.44 051421	282835	HFD UNIT #13933 BRA
				ACCOUNT TOTAL					7,004.94		
001160	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287290217384X0505202	0	2021	8	INV	P		792.87 051421	282642	MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL			792.87				
					TRAVEL EXPENSE							
001160	611000				220694	2021	8	INV	P	520.00	051421	282628 HFD INSP. S. WHITAK
002074	ALABAMA FIRE COLLEGE	5605			221386	2021	8	INV	P	520.00	051421	282628 HFD INSP. S. WHITAK
								1,040.00				
					ACCOUNT TOTAL			1,040.00				
					GAS							
001160	630000				0	2021	8	INV	P	559.86	051421	282824 GAS VARIOUS LOCATIO
004321	SPIRE ENERGY	G2021-11 MAY										
					ACCOUNT TOTAL			559.86				
					ELECTRICITY							
001160	630500				0	2021	8	INV	P	609.05	051421	282781 PRVE VARIOUS LOCATI
003873	PEARL RIVER VALLEY E	E2021-5/7										
					ACCOUNT TOTAL			609.05				
					BUILDING R&M							
001160	635000				221288	2021	8	INV	P	760.00	051421	282765 HFD WATER REMOVAL I
003649	MORGAN, C J INC	2021029										
003922	PINEBELT DOOR & HARD	13811			221526	2021	8	INV	P	655.00	051421	282789 HFD STATION 3 DOOR
					ACCOUNT TOTAL			1,415.00				
					SCBA EQUIP. R&M							
001160	638900				0	2021	8	INV	P	882.50	051421	282663 HFD SCBA COMPRESSOR
002441	CENTRAL ALABAMA TRAI	17041987			0	2021	8	INV	P	246.84	051421	282663 HFD SCBA EQUIPMENT
002441	CENTRAL ALABAMA TRAI	17042034										
								1,129.34				
					ACCOUNT TOTAL			1,129.34				
					DISINFECT./EXTERMINATION							
001160	639400				0	2021	7	INV	P	338.00	051421	282726 QUATERLY PEST CONTR
003040	HAVARD PEST CONTROL	L2021-4/21 PEST			0	2021	8	INV	P	48.00	051421	282726 PEST CONTROL VARIOU
003040	HAVARD PEST CONTROL	L2021-5/7 PEST										
								386.00				
					ACCOUNT TOTAL			386.00				
					OFFICE EQUIPMENT RENT							
001160	641000				0	2021	8	INV	P	11.87	051421	282803 HFD ADMIN COPIER RE
004050	RICOH CORP	5061129058										
					ACCOUNT TOTAL			11.87				
					CYLINDER RENT							
001160	642500				0	2021	8	INV	P	34.13	051421	282627 HFD MECHANIC SHOP C
002071	AIRGAS USA LLC (NORD	9979253375										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004273	SOUTHERN GAS & SUPPL	36234328	0	2021	8	INV	P		293.10	051421	282817 HFD MEDICAL OXYGEN
				ACCOUNT TOTAL					327.23		
				ORG 001160		TOTAL			17,352.18		
001180				LAND DEVEL.ADM.							
001180	507000			BOOKS							
004017	REGIONS CARDHOLDER S	7963 - 04-30-2021	0	2021	8	INV	P		177.00	051421	282801 7963 - 04-30-2021 R
				ACCOUNT TOTAL					177.00		
001180	508000			COMPUTER SUPPLIES							
004328	STAPLES	3475958050	221768	2021	8	INV	P		49.99	051421	282827 WEBCAM - BUILDING D
				ACCOUNT TOTAL					49.99		
001180	570000			MTR VEHICLE REP. PTS/SPL							
003898	PHILLIPS CAR CARE CE	08110	221770	2021	8	INV	P		64.19	051421	282783 OIL CHANGE & ACTUAT
004514	UNIVERSITY TIRE & SE	INV173178	221718	2021	8	INV	P		255.98	051421	282842 2 TIRES, UNIT 15914
004514	UNIVERSITY TIRE & SE	INV173194	221720	2021	8	INV	P		573.64	051421	282842 4 TIRES & FRONT BRA
004514	UNIVERSITY TIRE & SE	INV173228	221724	2021	8	INV	P		67.30	051421	282842 TIE ROD, UNIT 15449
									896.92		
				ACCOUNT TOTAL					961.11		
001180	620000			PRINTING							
004050	RICOH CORP	5061888590	0	2021	8	INV	P		96.16	051421	282803 CHARGES FOR PRODUCT
				ACCOUNT TOTAL					96.16		
001180	638400			MOTOR VEHICLE EQ. R&M							
003898	PHILLIPS CAR CARE CE	08110	221770	2021	8	INV	P		110.50	051421	282783 OIL CHANGE & ACTUAT
004514	UNIVERSITY TIRE & SE	INV173178	221718	2021	8	INV	P		30.00	051421	282842 2 TIRES, UNIT 15914
004514	UNIVERSITY TIRE & SE	INV173194	221720	2021	8	INV	P		280.62	051421	282842 4 TIRES & FRONT BRA
004514	UNIVERSITY TIRE & SE	INV173228	221724	2021	8	INV	P		58.20	051421	282842 TIE ROD, UNIT 15449
									368.82		
				ACCOUNT TOTAL					479.32		
001180	684500			REGISTRATION FEE/TUITION							
004017	REGIONS CARDHOLDER S	1346 - 04-30-2021	0	2021	8	INV	P		219.00	051421	282801 1346 - 04-30-2021 R
				ACCOUNT TOTAL					219.00		
				ORG 001180		TOTAL			1,982.58		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001190				P/S CONTRAC.SER							
001190	681500			JAIL EXPENSE							
002851	FORREST CTY SUPERVIS	1.1.2020	0	2021	7	INV	P	61,018.68	051421		282706 HOUSING OF INMATES
002851	FORREST CTY SUPERVIS	3/1/2021-3/31/2021	0	2021	8	INV	P	73,357.50	051421		282706 HOUSING OF INMATES
								134,376.18			
				ACCOUNT TOTAL				134,376.18			
001190	686500			EMERGENCY MGMT.CONTRIB.							
002734	EMERGENCY MANAGEMENT Q/E	6/30/21	0	2021	8	INV	P	31,500.00	051421		282697 QE 6/30/21 CONTR AS
				ACCOUNT TOTAL				31,500.00			
				ORG 001190 TOTAL				165,876.18			
001191				TRAFFIC MAINT.							
001191	565000			PAINT AND PAINTING SPL.							
004176	SHERWIN-WILLIAMS COM	3049-3	221602	2021	8	INV	P	874.86	051421		282811 TRAFFIC PAINT
				ACCOUNT TOTAL				874.86			
001191	599000			OTHER REPAIR/MAINT. SPL.							
002714	ECONOMY SUPPLY CO	054102	221809	2021	8	INV	P	107.90	051421		282691 OFFICE DOOR TRAFFI
				ACCOUNT TOTAL				107.90			
001191	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	L2021-4/21 PEST	0	2021	7	INV	P	45.00	051421		282726 QUATERLY PEST CONTR
				ACCOUNT TOTAL				45.00			
001191	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4083063330	0	2021	8	INV	P	25.00	051421		282671 TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION #	4083754279	0	2021	8	INV	P	25.00	051421		282671 TRAFFIC UNIFORM SC
								50.00			
				ACCOUNT TOTAL				50.00			
001191	643500			MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION #	4083062778	0	2021	8	INV	P	8.14	051421		282671 TRAFFIC MATS SC/82
002471	CINTAS CORPORATION #	4083753671	0	2021	8	INV	P	8.14	051421		282671 TRAFFIC SC/ 820004
								16.28			
				ACCOUNT TOTAL				16.28			
001191	687000			CUSTODIAL SERVICE							
002037	AB SUPPORT SERVICES	010096	0	2021	8	INV	P	325.00	051421		282623 MB#2020-957 04-1-30

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
					ACCOUNT TOTAL			325.00					
					ORG 001191 TOTAL			1,419.04					
001201 STREET DIV.													
001201 540000					ASPHALT & ASPHALT PROD.								
004586	WARREN	PAVING	INC	23906	221366	2021	7	INV	P	304.86	051421	282851	HOT ASPHALT FOR VAR
004586	WARREN	PAVING	INC	43754	221366	2021	7	INV	P	269.45	051421	282851	HOT ASPHALT FOR VAR
004586	WARREN	PAVING	INC	43962	221366	2021	7	INV	P	261.85	051421	282851	HOT ASPHALT FOR VAR
004586	WARREN	PAVING	INC	44000	221366	2021	7	INV	P	694.49	051421	282851	HOT ASPHALT FOR VAR
004586	WARREN	PAVING	INC	44069	221366	2021	7	INV	P	202.40	051421	282851	HOT ASPHALT FOR VAR
004586	WARREN	PAVING	INC	44152	221366	2021	8	INV	P	463.00	051421	282851	HOT ASPHALT FOR VAR
004586	WARREN	PAVING	INC	44311	221366	2021	8	INV	P	302.97	051421	282851	HOT ASPHALT FOR VAR
004586	WARREN	PAVING	INC	44316	221366	2021	8	INV	P	80.96	051421	282851	HOT ASPHALT FOR VAR
004586	WARREN	PAVING	INC	44375	221366	2021	8	INV	P	286.53	051421	282851	HOT ASPHALT FOR VAR
004586	WARREN	PAVING	INC	44434	221366	2021	8	INV	P	117.65	051421	282851	HOT ASPHALT FOR VAR
										2,984.16			
					ACCOUNT TOTAL			2,984.16					
001201 540500					CONCRETE, CEMENT, ETC.								
003473	M M C	MATERIALS	INC-	692341	220303	2021	8	INV	P	197.28	051421	282751	3000 PSI CONCRETE P
003473	M M C	MATERIALS	INC-	703680	220303	2021	8	INV	P	944.00	051421	282751	3000 PSI CONCRETE P
										1,141.28			
					ACCOUNT TOTAL			1,141.28					
001201 545000					HAND TOOLS								
003543	MCELHANEY	PLUMBING I		288161	221676	2021	7	INV	P	169.50	051421	282756	EZ-REACHER
					ACCOUNT TOTAL			169.50					
001201 570000					MTR VEHICLE REP. PTS/SPL								
002304	BRACKMAN	MOWER WAREH		58106	202773	2021	8	INV	P	176.00	051421	282653	ARMATURE MAGNETO MO
002413	CARQUEST	AUTO PARTS		14758-154269	220681	2021	8	INV	P	37.18	051421	282660	PARTS/16239 STREET
002413	CARQUEST	AUTO PARTS		14758-155973	221206	2021	8	INV	P	5.55	051421	282660	PARTS #9605 & 20503
002413	CARQUEST	AUTO PARTS		14758-156434	221299	2021	8	INV	P	306.97	051421	282660	PARTS FOR UNIT 1623
002413	CARQUEST	AUTO PARTS		14758-157417	221622	2021	7	INV	P	236.76	051421	282660	PARTS/UNIT 20050
002413	CARQUEST	AUTO PARTS		14758-157428	221626	2021	8	INV	P	369.68	051421	282660	PARTS FOR UNIT 1596
002413	CARQUEST	AUTO PARTS		14758-157630	221691	2021	8	INV	P	71.77	051421	282660	PART FOR UNIT 17018
										1,027.91			
003298	K & K	TRUCK-TRAILER		74405	221906	2021	8	INV	P	280.00	051421	282740	3.5K AXLE 91" HFX76
004597	WATERS	INTERNATIONAL		08P807636	221846	2021	8	INV	P	42.95	051421	282853	PARTS/UNIT 16009
					ACCOUNT TOTAL			1,526.86					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION	
001201	575000			COMMUNICATION REPAIR PTS							
003986	PUCKETT MACHINERY CO	PO5C5709627	221435	2021	7	INV	P	196.79	051421	282796	PARTS/UNIT #14956
ACCOUNT TOTAL								196.79			
001201	575500			AGRICLTR REPAIR PTS/SPL							
003615	MISSISSIPPI AG COMPA	P61003	221642	2021	7	INV	P	307.52	051421	282760	PARTS/UNIT 21690 &
003986	PUCKETT MACHINERY CO	PO5C5709627	221435	2021	7	INV	P	335.47	051421	282796	PARTS/UNIT #14956
ACCOUNT TOTAL								642.99			
001201	604900			OTHER PROFESSIONAL SERV.							
003140	HUB CITY CONSTRUCTIO	2142	220537	2021	7	INV	P	1,600.00	051421	282730	ADMIN - CONSTRUCTIO
ACCOUNT TOTAL								1,600.00			
001201	611000			TRAVEL EXPENSE							
003884	PERKINS, RONNIE	8898	0	2021	7	INV	P	356.00	051421	282782	TRL ADVANCE. RPERKN
004017	REGIONS CARDHOLDER S	1346 - 04-30-2021	0	2021	8	INV	P	204.43	051421	282801	1346 - 04-30-2021 R
ACCOUNT TOTAL								560.43			
001201	636099			LONG RANGE PAVING PLAN							
047403	GEOPAVE LLC	G-21-130	221615	2021	8	INV	P	49,835.00	051421	282709	2-QUOTE EUREKA PARK
ACCOUNT TOTAL								49,835.00			
001201	638400			MOTOR VEHICLE EQ. R&M							
002169	AUTOMOTIVE GLASS SPE	I243335	221621	2021	7	INV	P	70.00	051421	282646	WINDSHIELD REPAIR/U
ACCOUNT TOTAL								70.00			
001201	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4083063081	0	2021	8	INV	P	63.81	051421	282670	UNIFORMS PUBLIC WOR
002471	CINTAS CORPORATION #	4083063170	0	2021	8	INV	P	27.75	051421	282670	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4083063294	0	2021	8	INV	P	98.40	051421	282670	UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4083063320	0	2021	8	INV	P	13.61	051421	282670	CINTAS SC 820004475
002471	CINTAS CORPORATION #	4083063515	0	2021	8	INV	P	46.60	051421	282670	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4083753921	0	2021	8	INV	P	287.81	051421	282669	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4083754072	0	2021	8	INV	P	77.40	051421	282671	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4083754145	0	2021	8	INV	P	27.75	051421	282671	UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4083754197	0	2021	8	INV	P	13.61	051421	282671	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4083754236	0	2021	8	INV	P	46.60	051421	282671	UNIFORMS SC 8200044
								703.34			
ACCOUNT TOTAL								703.34			
001201	644900			OTHER RENT							
004017	REGIONS CARDHOLDER S	1346 - 04-30-2021	0	2021	8	INV	P	485.74	051421	282801	1346 - 04-30-2021 R

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			485.74			
						ORG 001201 TOTAL			59,916.09			
001202 STREET LIGHTS												
001202 630500 ELECTRICITY												
003700 MS POWER COMPANY 05496-39018 5-10-21 0						2021 8 INV P			5,388.44	051421	282766 MB 2021-88 ST. LIGH	
003873 PEARL RIVER VALLEY E E2021-11 MAY 0						2021 8 INV P			396.00	051421	282781 PRVE VARIOUS LOCATI	
003873 PEARL RIVER VALLEY E E2021-5/7 0						2021 8 INV P			2,952.41	051421	282781 PRVE VARIOUS LOCATI	
									3,348.41			
004282 SOUTHERN PINE ELECTR E2021-5/11 0						2021 8 INV P			1,344.58	051421	282820 SOPE VARIOUS LOCATI	
						ACCOUNT TOTAL			10,081.43			
						ORG 001202 TOTAL			10,081.43			
001203 ENGR/PUBLIC SER												
001203 501000 OTHER EXPENDABLE OFF.SPL												
003810 OFFICE PRODUCTS PLUS 933249-0 220888						2021 8 INV P			184.66	051421	282776 OFFICE SUPPLIES - E	
003810 OFFICE PRODUCTS PLUS 933249-1 220888						2021 8 INV P			28.20	051421	282776 OFFICE SUPPLIES - E	
003810 OFFICE PRODUCTS PLUS 933656-0 220888						2021 8 INV P			9.99	051421	282776 OFFICE SUPPLIES - E	
									222.85			
						ACCOUNT TOTAL			222.85			
001203 508000												
004017 REGIONS CARDHOLDER S 4670 - 04-30-2021 0						COMPUTER SUPPLIES 2021 8 INV P			192.47	051421	282801 4670 - 04-30-2021 R	
						ACCOUNT TOTAL			192.47			
001203 601500												
003385 LANDRY LEWIS GERMANY CN 20-3815-001 0						ENGINEERING 2021 8 INV P			12,095.00	051421	282747 PRE-DESIGN 300 KLON	
						ACCOUNT TOTAL			12,095.00			
001203 602300												
047491 LAMAR COUNTY CHANCER LC05.06.21 221856						ABSTRACTING & RECORDING 2021 8 INV P			52.00	051421	282745 RECORD DOCUMENTS-EN	
						ACCOUNT TOTAL			52.00			
001203 607000												
002798 FEDERAL EXPRESS 7-353-69863 0						POSTAGE 2021 7 INV P			43.18	051421	282701 ENG FEDERAL EXPRESS	
002798 FEDERAL EXPRESS 7-368-70190 0						2021 8 INV P			79.61	051421	282701 FEDERAL EXPRESS OVE	
									122.79			
						ACCOUNT TOTAL			122.79			

YEAR/PERIOD: 2021/7		TO 2021/8											
ACCOUNT/VENDOR		INVOICE		PO		YEAR/PR TYP S		WARRANT		CHECK		DESCRIPTION	
001203	630000					GAS							
004321	SPIRE ENERGY	G2021-11	MAY	0		2021 8 INV P		69.17	051421		282824	GAS VARIOUS LOCATIO	
ACCOUNT TOTAL								69.17					
001203	639400					DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	L2021-4/21	PEST	0		2021 7 INV P		55.00	051421		282726	QUATERLY PEST CONTR	
ACCOUNT TOTAL								55.00					
001203	687000					CUSTODIAL SERVICE							
002037	AB SUPPORT SERVICES	010096		0		2021 8 INV P		425.00	051421		282623	MB#2020-957 04-1-30	
ACCOUNT TOTAL								425.00					
ORG 001203 TOTAL								13,234.28					
001204						SHOP DIVISION							
001204	545000					HAND TOOLS							
002413	CARQUEST AUTO PARTS	14758-157002		221447		2021 8 INV P		48.58	051421		282660	SHOP TOOLS	
003746	NAPA AUTO PARTS	5930-630628		221794		2021 8 INV P		244.00	051421		282767	JACK SHOP	
ACCOUNT TOTAL								292.58					
001204	570000					MTR VEHICLE REP. PTS/SPL							
002413	CARQUEST AUTO PARTS	14758-155673		221114		2021 8 INV P		101.89	051421		282660	SHOP PARTS	
ACCOUNT TOTAL								101.89					
001204	630000					GAS							
004321	SPIRE ENERGY	G2021-11	MAY	0		2021 8 INV P		631.30	051421		282824	GAS VARIOUS LOCATIO	
ACCOUNT TOTAL								631.30					
001204	639400					DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	L2021-4/21	PEST	0		2021 7 INV P		65.00	051421		282726	QUATERLY PEST CONTR	
ACCOUNT TOTAL								65.00					
001204	642500					CYLINDER RENT							
002071	AIRGAS USA LLC (NORD	9979253373		0		2021 8 INV P		331.57	051421		282627	CYLINDER RENTAL/PW	
ACCOUNT TOTAL								331.57					
001204	643000					UNIFORM RENT							
002471	CINTAS CORPORATION #	4083063311		0		2021 7 INV P		89.97	051421		282670	UNIFORM RENTAL PW S	
002471	CINTAS CORPORATION #	4083754204		0		2021 8 INV P		89.97	051421		282671	UNIFORM RENTAL/PW S	
								179.94					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			179.94			
					ORG 001204 TOTAL			1,602.28			
001205 G O & F S DIV.											
001205 604900 OTHER PROFESSIONAL SERV.											
003918 PINE BELT OIL COMPAN 1516296					0	2021	7	INV P	380.41	051421	282786 MASS TRANS & SANIT.
					ACCOUNT TOTAL			380.41			
001205 639400 DISINFECT./EXTERMINATION											
003040 HAVARD PEST CONTROL L2021-4/21 PEST					0	2021	7	INV P	235.00	051421	282726 QUATERLY PEST CONTR
					ACCOUNT TOTAL			235.00			
					ORG 001205 TOTAL			615.41			
001206 DRAINAGE DIV.											
001206 729500 OTHER IMPROVEMENTS											
004058 RJM MCQUEEN CONTRACT 2415					0	2021	8	INV P	10,471.30	051421	282805 MB 2020-179 124 AVE
004058 RJM MCQUEEN CONTRACT 2417					0	2021	8	INV P	500.00	051421	282805 MB 2020-179 ROSEWOOD
004058 RJM MCQUEEN CONTRACT 2418					0	2021	8	INV P	4,317.00	051421	282805 MB 2020-179 GORDON
								15,288.30			
004197 SHOWS DEARMAN & WAIT 21999					0	2021	8	INV P	5,357.50	051421	282812 MB 2012-1/34 7TH ST
004197 SHOWS DEARMAN & WAIT 22024					0	2021	8	INV P	2,572.50	051421	282812 MB 2012-1/34 DRAINAGE
004197 SHOWS DEARMAN & WAIT 22025					0	2021	8	INV P	287.50	051421	282812 MB 2012-1/34 MCCALL
								8,217.50			
047007 FAIRLEY CONSTRUCTION 601					201949	2021	8	INV P	26,400.00	051421	282700 LAKELAND DRIVE CULV
					ACCOUNT TOTAL			49,905.80			
					ORG 001206 TOTAL			49,905.80			
001207 CONSTRUCTION											
001207 559000 OTHER OPERATING MATL/SPLY											
002714 ECONOMY SUPPLY CO 221700					221700	2021	7	INV P	22.50	051421	282691 PICTURE MOULD/TWIN
002714 ECONOMY SUPPLY CO 221711					221711	2021	7	INV P	44.70	051421	282691 BLADES AND BITS/CON
								67.20			
003380 LANCASTER'S MACHINE 24853					221802	2021	7	INV P	75.00	051421	282746 REPLACE JACK BRACKE
003457 LOWE'S OF HATTIESBUR 924928-GPPFOM					221212	2021	8	INV P	27.02	051421	282750 PRESSURE WASHER
					ACCOUNT TOTAL			169.22			
001207 561000 PLUMBING SUPPLIES											
003543 MCELHANEY PLUMBING I 288187					221764	2021	7	INV P	90.00	051421	282756 PLUMBING SUPPLIES T

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8													
ACCOUNT/VENDOR				INVOICE				PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										90.00			
001207	570000			MTR VEHICLE REP. PTS/SPL									
002166	AUTO ARMATURE SERVIC	24758		221896	2021	8	INV	P	54.95	051421		282644	BATTERY FOR UNIT#16
002413	CARQUEST AUTO PARTS	14758-157775		221763	2021	7	INV	P	65.54	051421		282660	FUEL SENSOR/UNIT#14
003615	MISSISSIPPI AG COMPA	P61741		221902	2021	8	INV	P	331.32	051421		282760	SEATS FOR UNIT#1610
ACCOUNT TOTAL										451.81			
001207	604900			OTHER PROFESSIONAL SERV.									
003191	INTERFACE SECURITY S	19969830		0	2021	8	INV	P	46.99	051421		282735	SECURITY SYSTEM/TWI
ACCOUNT TOTAL										46.99			
001207	642500			CYLINDER RENT									
002071	AIRGAS USA LLC (NORD	9979253374		0	2021	8	INV	P	148.78	051421		282627	CYLINDER RENTAL/CON
ACCOUNT TOTAL										148.78			
001207	643000			UNIFORM RENT									
002471	CINTAS CORPORATION #	4083063126		0	2021	7	INV	P	43.85	051421		282670	UNIFORM RENTAL CONS
002471	CINTAS CORPORATION #	4083754013		0	2021	8	INV	P	43.85	051421		282671	UNIFORM RENTAL/CONS
										87.70			
ACCOUNT TOTAL										87.70			
ORG 001207 TOTAL										994.50			
001220			SANITATION DIV.										
001220	511000			HOUSEHOLD SUPPLIES									
004256	SOLAR SUPPLY INC	3440338		221658	2021	8	INV	P	80.00	051421		282815	AIR FILTER FOR SANI
ACCOUNT TOTAL										80.00			
001220	545000			HAND TOOLS									
002492	CLEMTS HARDWARE	128242		221614	2021	8	INV	P	64.95	051421		282675	RAKES FOR SANITATIO
ACCOUNT TOTAL										64.95			
001220	570000			MTR VEHICLE REP. PTS/SPL									
004120	SANSOM EQUIPMENT CO	P01315		221520	2021	7	INV	P	260.00	051421		282808	SANIT. DEPT-PEDAL A
004120	SANSOM EQUIPMENT CO	P1318		221649	2021	8	INV	P	43.60	051421		282808	UNITS 20068 & 20072
										303.60			
ACCOUNT TOTAL										303.60			
001220	604900			OTHER PROFESSIONAL SERV.									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002252	BIG IRON DIESEL REPA	R04497			221425	2021	8	INV P	500.00	051421	282650 SERVICE CALL-BIG IR
ACCOUNT TOTAL									500.00		
001220	612000	FREIGHT									
004120	SANSOM EQUIPMENT CO	P01315			221520	2021	7	INV P	22.04	051421	282808 SANIT. DEPT-PEDAL A
004120	SANSOM EQUIPMENT CO	P1318			221649	2021	8	INV P	13.87	051421	282808 UNITS 20068 & 20072
									35.91		
ACCOUNT TOTAL									35.91		
001220	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4083063620		0	2021	8	INV P	174.63	051421	282671 SC#8200044758-SANIT	
002471	CINTAS CORPORATION #	4083754427		0	2021	8	INV P	164.63	051421	282671 SC#8200044758	
									339.26		
ACCOUNT TOTAL									339.26		
001220	688000	TIPPING FEES									
003920	PINE BELT REGIONAL S	4/30/2021STATEMENT		0	2021	8	INV P	42,245.48	051421	282787 MB#197-1/451-454 SA	
ACCOUNT TOTAL									42,245.48		
001220	689000	RECYCLING FEES									
004030	REPUBLIC SERVICES IN	0991-000321774		221486	2021	8	INV P	13,860.23	051421	282802 RECYCLE COLLECTION	
004030	REPUBLIC SERVICES IN	0991-000321774A		221369	2021	8	INV P	8,119.20	051421	282802 RECYCLE COLLECTION	
									21,979.43		
ACCOUNT TOTAL									21,979.43		
ORG 001220 TOTAL									65,548.63		
001250	HEALTH DIVISION										
001250	575500	AGRICLTR REPAIR PTS/SPL									
002304	BRACKMAN MOWER WAREH	6219		221884	2021	8	INV P	796.00	051421	282653 LAWN MOWER PARTS	
002577	CRAIN TRACTOR & EQUI	CP89855		221522	2021	7	INV P	896.88	051421	282687 BLADES/TRACTORS/167	
003615	MISSISSIPPI AG COMPA	P59376		221009	2021	7	INV P	786.85	051421	282760 PART/UNIT #16722	
003615	MISSISSIPPI AG COMPA	P60559		221009	2021	8	CRM P	-5.75	051421	282760 PART/UNIT #16722	
									781.10		
ACCOUNT TOTAL									2,473.98		
ORG 001250 TOTAL									2,473.98		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001260								ANIMAL CONTROL	
001260 684000								DUES AND MEMBERSHIPS	
003752 NATL ANIMAL CONTROL	5702	0	2021	7	INV P	150.00	051421	282768	2022 MEMBERSHIP REN
						ACCOUNT TOTAL		150.00	
			ORG 001260		TOTAL	150.00			
001402								ECONOMIC DEV.	
001402 604900								OTHER PROFESSIONAL SERV.	
003140 HUB CITY CONSTRUCTIO	2181	221606	2021	8	INV P	4,381.50	051421	282730	ADMIN - CONCRETE RE
003810 OFFICE PRODUCTS PLUS	934587-0	220971	2021	7	INV P	3,440.00	051421	282776	ADMIN - SCREEN INST
						ACCOUNT TOTAL		7,821.50	
001402 682001								FCIPC/AREA DEV. PRTRNSHIP	
001034 CITY OF HATTIESBURG	5/10/21	0	2021	8	INV P	58,750.00	051421	282673	CONTR QE 6/30/21 AS
						ACCOUNT TOTAL		58,750.00	
			ORG 001402		TOTAL	66,571.50			
001551								AIRPORT DIV.	
001551 630000								GAS	
004321 SPIRE ENERGY	G2021-11 MAY	0	2021	8	INV P	33.50	051421	282824	GAS VARIOUS LOCATIO
						ACCOUNT TOTAL		33.50	
001551 639400								DISINFECT./EXTERMINATION	
003040 HAVARD PEST CONTROL	L2021-4/21 PEST	0	2021	7	INV P	45.00	051421	282726	QUATERLY PEST CONTR
003040 HAVARD PEST CONTROL	L2021-5/7 PEST	0	2021	8	INV P	45.00	051421	282726	PEST CONTROL VARIOU
						90.00			
						ACCOUNT TOTAL		90.00	
			ORG 001551		TOTAL	123.50			
001553								CEMETERY DIV	
001553 501000								OTHER EXPENDABLE OFF.SPL	
003177 INDOFF INC	3467553	221755	2021	8	INV P	116.89	051421	282734	UNV20630-RULED WRIT
						ACCOUNT TOTAL		116.89	
001553 513000								CHEMICALS	
002443 CERTIFIED LABORATORI	7305594	221177	2021	7	INV P	1,130.00	051421	282665	AQUA-SOL-55GAL-NAC,
						ACCOUNT TOTAL		1,130.00	
001553 545000								HAND TOOLS	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003457	LOWE'S OF HATTIESBUR	953129	GSNWDO		221510	2021	8	INV P	126.64	051421	282750 1061227-SIDE CUTTER
				ACCOUNT TOTAL					126.64		
001553	559000										
002071	AIRGAS USA LLC (NORD	9979253372			0	2021	8	INV P	55.01	051421	282627 ACETYLENE/OXYGEN CY
				ACCOUNT TOTAL					55.01		
001553	570000										
002413	CARQUEST AUTO PARTS	14758-15744			221749	2021	8	INV P	139.99	051421	282660 BEP 94RH7 BATTERY
002413	CARQUEST AUTO PARTS	14758-158158			221881	2021	8	INV P	38.33	051421	282660 DOR 626-619 HEATER
									178.32		
				ACCOUNT TOTAL					178.32		
001553	575500										
002304	BRACKMAN MOWER WAREH	5928			220787	2021	8	INV P	59.99	051421	282653 HANDGUARD FOR HUSQV
003961	POWER HOUSE TOOLS &	319-01			221901	2021	8	INV P	128.94	051421	282794 484372 BELT, PUMP-
				ACCOUNT TOTAL					188.93		
001553	604900										
003191	INTERFACE SECURITY S	19962043			0	2021	8	INV P	48.34	051421	282735 MB#-2006-2/76-77-SE
003634	MOLLY MAID	005			0	2021	8	INV P	245.00	051421	282762 MB#2005-2/267-CLEAN
				ACCOUNT TOTAL					293.34		
001553	612000										
003177	INDOFF INC	3467553			221755	2021	8	INV P	16.00	051421	282734 UNV20630-RULED WRIT
				ACCOUNT TOTAL					16.00		
001553	630000										
004321	SPIRE ENERGY	G2021-11 MAY			0	2021	8	INV P	40.25	051421	282824 GAS VARIOUS LOCATIO
				ACCOUNT TOTAL					40.25		
001553	630500										
003873	PEARL RIVER VALLEY E	E2021-5/7			0	2021	8	INV P	53.66	051421	282781 PRVE VARIOUS LOCATI
				ACCOUNT TOTAL					53.66		
001553	638400										
004597	WATERS INTERNATIONAL	08S25175			221847	2021	8	INV P	405.58	051421	282853 SS-TRUCK-SUPPLIES-F
				ACCOUNT TOTAL					405.58		
001553	639400										
				DISINFECT./EXTERMINATION							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003040	HAVARD PEST CONTROL	L2021-4/21	PEST		0	2021	7	INV P	100.00	051421	282726 QUATERLY PEST CONTR
								ACCOUNT TOTAL	100.00		
001553	723000							STREETS & ROADWAYS			
047221	WARREN & WARREN AS	2080			221678	2021	8	INV P	8,550.00	051421	282850 TWO QUOTE - SOUTH H
								ACCOUNT TOTAL	8,550.00		
001553	733500							AGRICULTURAL EQUIPMENT			
002083	ALLBRITTON CHAIN SAW	82244			221757	2021	7	INV P	994.39	051421	282629 CHAINSAW FOR TREE C
								ACCOUNT TOTAL	994.39		
								ORG 001553 TOTAL	12,249.01		
001560								PARKING OPER.			
001560	640200							PARKING GARAGE/LOT RENT			
004530	V F W OF THE US	INV052021			0	2021	8	INV P	75.00	051421	282843 MAY PARKING
								ACCOUNT TOTAL	75.00		
								ORG 001560 TOTAL	75.00		
FUND 001 REVENUES									TOTAL:	790,769.78	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300											
002300	510000										
002729	ELKINS WHOLESALE INC	451114			221574	2021	8	INV P	420.20	051421	282694 P&R GRNDS JANITORIA
									420.20		
002300	513000										
047024	GREENPOINT AG HOLDIN	1094171			221734	2021	8	INV P	2,551.50	051421	282716 P&R ALL BALLFIELDS-
									2,551.50		
002300	525000										
001002	CITY OF HATTIESBURG	4/21 FUEL02			0						
									6,316.50	051421	282672 4/21 FUEL USAGE FUN
									6,316.50		
002300	525500										
002413	CARQUEST AUTO PARTS	14758157993			221833	2021	8	INV P	83.76	051421	282660 P&R GRNDS LUBRICANT
									83.76		
002300	525700										
001002	CITY OF HATTIESBURG	4/21 FUEL02			0						
									139.01	051421	282672 4/21 FUEL USAGE FUN
									139.01		
002300	541500										
002359	BURGE EXCAVATING & G	1615			221726	2021	8	INV P	265.00	051421	282654 P&R GRNDS MAINT LAN
									265.00		
002300	544000										
002049	ADAMS NURSERY	330823			221824	2021	8	INV P	748.90	051421	282624 P&R DOWNTOWN PLANTE
									748.90		
002300	546000										
002492	CLEMTS HARDWARE	128199			221725	2021	8	INV P	442.61	051421	282675 P&R GRNDS MAINT MIN
									442.61		
002300	560000										
003457	LOWE'S OF HATTIESBUR	984611-GRZNDN			221413	2021	8	INV P	457.16	051421	282750 P&R KAMPER PARK BUI
									457.16		
002300	560500										
002901	GILKEY ELECTRIC SUPP	338356			221709	2021	8	INV P	21.00	051421	282711 P&R DAHMER PARK-ELE
002901	GILKEY ELECTRIC SUPP	338358			221710	2021	8	INV P	1,067.04	051421	282711 P&R CHAIN PARK ELEC
									1,088.04		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL								1,088.04			
002300	561000	PLUMBING SUPPLIES									
003543	MCELHANEY PLUMBING I	288185	221738	2021	8	INV	P	104.45	051421	282756	P&R TATUM BASEBALL-
ACCOUNT TOTAL								104.45			
002300	565000	PAINT AND PAINTING SPLY.									
002714	ECONOMY SUPPLY CO	53599	221547	2021	8	INV	P	557.20	051421	282691	P&R ALL BALLFIELDS-
004176	SHERWIN-WILLIAMS COM	3350-5	221618	2021	8	INV	P	320.75	051421	282811	P&R TATUM SOCCER PA
004176	SHERWIN-WILLIAMS COM	9037-0	221618	2021	8	INV	P	320.75	051421	282811	P&R TATUM SOCCER PA
004176	SHERWIN-WILLIAMS COM	9584-1	221618	2021	8	INV	P	641.50	051421	282811	P&R TATUM SOCCER PA
								1,283.00			
ACCOUNT TOTAL								1,840.20			
002300	575500	AGRICLTR REPAIR PTS/SPL									
002304	BRACKMAN MOWER WAREH	5084	221641	2021	8	INV	P	118.00	051421	282653	P&R MOWER 20233-SER
002304	BRACKMAN MOWER WAREH	5632	221741	2021	8	INV	P	107.75	051421	282653	P&R MOWER UNIT 1946
002304	BRACKMAN MOWER WAREH	5859	221834	2021	8	INV	P	222.00	051421	282653	P&R GRNDS MAINT-EQU
								447.75			
ACCOUNT TOTAL								447.75			
002300	604900	OTHER PROFESSIONAL SERV.									
002275	BLUE DOLPHIN POOLS	42507	0	2021	8	INV	P	600.00	051421	282652	P&R CITY HALL/VETER
ACCOUNT TOTAL								600.00			
002300	612000	FREIGHT									
002714	ECONOMY SUPPLY CO	53599	221547	2021	8	INV	P	10.00	051421	282691	P&R ALL BALLFIELDS-
ACCOUNT TOTAL								10.00			
002300	635700	PLUMBING EQUIPMENT R&M									
003543	MCELHANEY PLUMBING I	288212	221750	2021	8	INV	P	282.80	051421	282756	P&R DAHMER PARK PLU
003905	PIERCE PLUMBING INC	606036	221829	2021	8	INV	P	328.31	051421	282784	P&R TOWN SQUARE PAR
ACCOUNT TOTAL								611.11			
002300	638000	FIXED EQUIPMENT R&M									
047321	WOODWARD GUY	23474	0	2021	8	INV	P	593.00	051421	282856	P&R GRNDS MAINT LAB
ACCOUNT TOTAL								593.00			
002300	638400	MOTOR VEHICLE EQ. R&M									
002361	BURKETT RADIATOR SHO	67124	221857	2021	8	INV	P	124.50	051421	282655	P&R TRUCK UNIT 2161

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
004299	SOUTHERN TIRE MART L	2520061190			221759	2021	8	INV P	29.95	051421	282821 P&R TRK UNIT 21153-
004299	SOUTHERN TIRE MART L	2520061686			221830	2021	8	INV P	395.00	051421	282821 P&R TRK 20419 LABOR
									424.95		
ACCOUNT TOTAL									549.45		
002300	638700					AGRICULTURAL EQ. R&M					
002304	BRACKMAN MOWER WAREH	5084			221641	2021	8	INV P	40.00	051421	282653 P&R MOWER 20233-SER
002304	BRACKMAN MOWER WAREH	5632			221741	2021	8	INV P	106.23	051421	282653 P&R MOWER UNIT 1946
									146.23		
ACCOUNT TOTAL									146.23		
002300	639800					TOW IN CHARGES					
003869	PEANUTS TOWING SERVI	096510			0	2021	8	INV P	85.00	051421	282780 P&R TRUCK UNIT 1855
ACCOUNT TOTAL									85.00		
002300	643000					UNIFORM RENT					
002471	CINTAS CORPORATION #	4081538268			0	2021	8	INV P	216.24	051421	282670 P&R REC MAINT UNIFO
002471	CINTAS CORPORATION #	4082221078			0	2021	8	INV P	129.09	051421	282670 P&R REC MAINT UNIFO
002471	CINTAS CORPORATION #	4082842943			0	2021	8	INV P	133.87	051421	282670 P&R REC MAINT UNIFO
002471	CINTAS CORPORATION #	4083510855			0	2021	8	INV P	133.87	051421	282670 P&R REC MAINT UNIFO
									613.07		
ACCOUNT TOTAL									613.07		
002300	644900					OTHER RENT					
002471	CINTAS CORPORATION #	4081537925			0	2021	8	INV P	19.75	051421	282670 P&R REC MAINT MAT R
002471	CINTAS CORPORATION #	4082220829			0	2021	8	INV P	19.75	051421	282670 P&R REC MAINT MAT R
002471	CINTAS CORPORATION #	4082842563			0	2021	8	INV P	19.75	051421	282670 P&R REC MAINT MAT R
002471	CINTAS CORPORATION #	4083510151			0	2021	8	INV P	19.75	051421	282671 P&R REC MAINT MAT R
									79.00		
ACCOUNT TOTAL									79.00		
002300	687000					CUSTODIAL SERVICE					
002136	ANOINTED HANDS SERVI	6923			0	2021	8	INV P	310.00	051421	282633 P&R REC MAINT JANIT
ACCOUNT TOTAL									310.00		
002300	699900					SERVICES NOT SPECIFIED					
002445	CHAIN ELECTRIC COMPA	228763			220347	2021	8	INV P	22,700.00	051421	282666 MB PENDING STRING L
002777	FAGAN TREE AND SPRAY	3583			221827	2021	8	INV P	3,200.00	051421	282699 P&R LABOR TO SPRAY
ACCOUNT TOTAL									25,900.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
002300	700000				LAND						
002847	FORREST COUNTY CHANC	2021-106		0	2021	8	INV P	1,696.76	051421	282705	WILLIS AVENUE PROPE
ACCOUNT TOTAL								1,696.76			
ORG 002300 TOTAL								46,098.70			
002315	PKS/REC-REC.ADMIN/COM.REL.										
002315	525000				GAS AND OIL						
001002	CITY OF HATTIESBURG	4/21 FUEL02		0	2021	8	INV P	91.29	051421	282672	4/21 FUEL USAGE FUN
ACCOUNT TOTAL								91.29			
002315	535500				WEARING APPAREL						
003937	PLAY IT AGAIN SPORTS	#INV-000594		220986	2021	8	INV P	126.00	051421	282790	UNIFORM FOR PARKS &
ACCOUNT TOTAL								126.00			
002315	551000				RECREATIONAL SUPPLIES						
002107	AMERICAN GRAPHICS	12143		220950	2021	8	INV P	846.50	051421	282632	P&R TRACK JERSEYS
002177	B S N SPORTS	912008411		221055	2021	8	INV P	209.64	051421	282647	SUPPLIES FOR PARK A
002492	CLEMTS HARDWARE	03052021		220893	2021	8	INV P	799.92	051421	282675	SUPPLIES FOR PARK A
003772	NEWELL PAPER COMPANY	4105223		220909	2021	8	INV P	397.78	051421	282770	SUPPLIES FOR INDOOR
003810	OFFICE PRODUCTS PLUS	932166-0		220825	2021	8	INV P	162.63	051421	282776	OFFICE SUPPLIES FOR
003921	PINE BELT TROPHY	03252021		221261	2021	8	INV P	41.40	051421	282788	HPR: RIBBONS FOR TR
003921	PINE BELT TROPHY	040821		221440	2021	8	INV P	150.00	051421	282788	RIBBONS FOR HPR TRA
003921	PINE BELT TROPHY	04092021		221260	2021	8	INV P	99.00	051421	282788	HPR: TROPHIES FOR A
								290.40			
003937	PLAY IT AGAIN SPORTS	#INV-000593		221297	2021	8	INV P	700.00	051421	282790	HPR: BASKETBALL CHA
003937	PLAY IT AGAIN SPORTS	#INV-000611		221719	2021	8	INV P	90.00	051421	282790	HPR SCOREBOOKS FOR
								790.00			
004017	REGIONS CARDHOLDER S	1708 - 04-30-2021		0	2021	8	INV P	1,461.25	051421	282801	1708 - 04-30-2021 R
004017	REGIONS CARDHOLDER S	7963 - 04-30-2021		0	2021	8	INV P	148.30	051421	282801	7963 - 04-30-2021 R
								1,609.55			
047249	VS ATHLETICS	327077		221063	2021	8	INV P	669.85	051421	282847	SUPPLIES FOR PARKS
047302	MACKIE'S SLIP INC	#10		221443	2021	8	INV P	498.05	051421	282753	SUPPLIES FOR SENIOR
ACCOUNT TOTAL								6,274.32			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
002315 603400				OFFICIALS					
002911 GOLDEN, NICHOLAS D	4/27/21-5/6/21	0	2021	8	INV	P	160.00	051421	282714 HPR: CONTRACT LABOR
004221 SMITH, CARLTON L	4/27/21-5/6/21	0	2021	8	INV	P	115.00	051421	282814 HPR: CONTRACT LABOR
004416 TERRELL, WINSTON	4/27/21-5/6/21	0	2021	8	INV	P	220.00	051421	282829 HPR: CONTRACT LABOR
004460 TROTTER, COREY	4/27/21-5/6/21	0	2021	8	INV	P	120.00	051421	282833 HPR: CONTRACT LABOR
004462 TROTTER, WILLIE	4/27/21-5/6/21	0	2021	8	INV	P	100.00	051421	282834 HPR: CONTRACT LABOR
004540 VASQUEZ, LINDA M	4/27/21-5/6/21	0	2021	8	INV	P	200.00	051421	282844 HPR: CONTRACT LABOR
				ACCOUNT TOTAL			915.00		
002315 604900				OTHER PROFESSIONAL SERV.					
002540 CONNER, TOBARRA	4/27/21-5/6/21	0	2021	8	INV	P	64.00	051421	282682 HPR: CONTRACT LABOR
002908 GLOBAL SECURITY COMP 10655		0	2021	8	INV	P	670.00	051421	282713 HPR: ARMED SECURITY
002908 GLOBAL SECURITY COMP 10656		0	2021	8	INV	P	150.00	051421	282713 HPR: ARMED SECURITY
							820.00		
002940 GREEN, CHARLES A	3/26/21-4/23/21	0	2021	8	INV	P	96.00	051421	282715 HPR: CONTRACT LABOR
002965 GUTHRIE, JONI S	4/27/21-5/6/21	0	2021	8	INV	P	180.00	051421	282720 HPR: CONTRACT LABOR
003313 KETTLEY, ANNETTE	4/27/21-5/6/21	0	2021	8	INV	P	72.00	051421	282741 HPR: CONTRACT LABOR
003508 MARTIN, MAGDALINE	4/28/21-5/6/21	0	2021	8	INV	P	48.00	051421	282755 HPR: CONTRACT LABOR
003949 PORTER, JAMAL	03/26/2021	0	2021	8	INV	P	120.00	051421	282791 HPR: CONTRACT LABOR
003949 PORTER, JAMAL	3/8/21-4/21/2021	0	2021	8	INV	P	224.00	051421	282791 HPR: CONTRACT LABOR
							344.00		
003950 PORTER, ROMESHA	3/26/21-4/23/21	0	2021	8	INV	P	96.00	051421	282792 HPR: CONTRACT LABOR
003958 POWELL, RANDY	3/26/21-4/23/21	0	2021	8	INV	P	136.00	051421	282793 HPR: CONTRACT LABOR
003958 POWELL, RANDY	4/13/21-4/21/21	0	2021	8	INV	P	230.00	051421	282793 HPR: CONTRACT LABOR
003958 POWELL, RANDY	4/27/21-5/6/21	0	2021	8	INV	P	160.00	051421	282793 HPR: CONTRACT LABOR
							526.00		
004017 REGIONS CARDHOLDER S	4670 - 04-30-2021	0	2021	8	INV	P	820.67	051421	282801 4670 - 04-30-2021 R
004162 SHABAZZ, AMATULLAH	4/27/21-5/4/21	0	2021	8	INV	P	60.00	051421	282810 HPR: CONTRACT LABOR
004323 SPORTS ILLUSTRATED P	511603	0	2021	8	INV	P	199.50	051421	282825 REGISTRATION FEES F
004564 WALCK, SUSAN A	4/26/21-5/3/21	0	2021	8	INV	P	80.00	051421	282848 HPR: CONTRACT LABOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
047494	WISEMAN ERIC	4/27/21-5/6/21	0	2021	8	INV	P		56.00 051421	282855	HPR: CONTRACT LABOR
ACCOUNT TOTAL									3,462.17		
002315	615200			ADVERTISING-SPEC. EVENTS							
004017	REGIONS CARDHOLDER S	1346 - 04-30-2021	0	2021	8	INV	P		398.22 051421	282801	1346 - 04-30-2021 R
ACCOUNT TOTAL									398.22		
002315	630000			GAS							
004321	SPIRE ENERGY	G2021-11 MAY	0	2021	8	INV	P		20.00 051421	282824	GAS VARIOUS LOCATIO
ACCOUNT TOTAL									20.00		
002315	635000			BUILDING R&M							
002901	GILKEY ELECTRIC SUPP	335977#	220926	2021	8	INV	P		493.00 051421	282711	SAFETY LIGHTS FOR O
ACCOUNT TOTAL									493.00		
002315	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	L2021-4/21 PEST	0	2021	7	INV	P		221.00 051421	282726	QUATERLY PEST CONTR
ACCOUNT TOTAL									221.00		
ORG 002315 TOTAL									12,001.00		
FUND 002 PARKS & RECREATION FUND									TOTAL:	58,099.70	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660				W&S O&M-CUSTOMER ACCT. DIV.							
009660	500300			PAPER							
	004316	SPEEDY PRINTING & SI	28905	221575	2021	7	INV	P	764.20	051421	282823 RECEIPT PAPER WATER
				ACCOUNT TOTAL					764.20		
009660	501000			OTHER EXPENDABLE OFF.SPL							
	004327	STANDARD OFFICE SUPP	5205372-0	221707	2021	7	INV	P	215.53	051421	282826 OFFICE SUPPLIES WAT
				ACCOUNT TOTAL					215.53		
009660	510000			CLEANING/JANITORIAL SPLY							
	003772	NEWELL PAPER COMPANY	4106554	221611	2021	8	INV	P	336.48	051421	282770 CLEANING SUPPLIES A
				ACCOUNT TOTAL					336.48		
009660	525000			GAS AND OIL							
	001002	CITY OF HATTIESBURG	4/21 FUEL09	0	2021	8	INV	P	985.35	051421	282672 4/21 FUEL USAGE FUN
				ACCOUNT TOTAL					985.35		
009660	570000			MTR VEHICLE REP. PTS/SPL							
	002413	CARQUEST AUTO PARTS	14758-157808	221774	2021	8	INV	P	50.94	051421	282660 PARTS FOR UNIT 1351
				ACCOUNT TOTAL					50.94		
009660	604900			OTHER PROFESSIONAL SERV.							
	002146	ARNOLD LINE WATER AS	101449	0	2021	8	INV	P	405.00	051421	282637 METER READS JAN FEB
	002181	BADGER METER INC	80073139	0	2021	8	INV	P	1,060.67	051421	282648 M/B 2018-832 BEACON
	002665	DIXIE COMMUNITY UTIL	050321 MAY 2021	0	2021	8	INV	P	417.00	051421	282690 SEWER READS FOR MAY
				ACCOUNT TOTAL					1,882.67		
009660	607000			POSTAGE							
	004491	U S POSTMASTER-BOX R	050621 PO BOX 1897	0	2021	8	INV	P	558.00	051421	282837 P O BOX 1897 YEARLY
				ACCOUNT TOTAL					558.00		
009660	620000			PRINTING							
	004050	RICOH CORP	5061888590	0	2021	8	INV	P	330.68	051421	282803 CHARGES FOR PRODUCT
				ACCOUNT TOTAL					330.68		
009660	638400			MOTOR VEHICLE EQ. R&M							
	003389	LARRY'S WRECKER SERV TOW	042921 8719	0	2021	7	INV	P	65.00	051421	282748 TOW FOR UNIT 13510
	003476	MAACO COLLISION REPA	25223	221269	2021	8	INV	P	2,755.40	051421	282752 REPAIR TO UNIT 1935
	003861	PATTERSON AUTO ELECT	80945	221594	2021	8	INV	P	879.91	051421	282779 REPAIR TO UNIT 1935

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									3,700.31		
009660	639400					DISINFECT./EXTERMINATION					
003040	HAVARD	PEST CONTROL	L2021-4/21	PEST	0	2021	7	INV P	45.00	051421	282726 QUATERLY PEST CONTR
ACCOUNT TOTAL									45.00		
009660	643000					UNIFORM RENT					
002471	CINTAS	CORPORATION #	4083065185		0	2021	8	INV P	56.95	051421	282669 S/C 8200044758 UNIF
ACCOUNT TOTAL									56.95		
009660	687000					CUSTODIAL SERVICE					
002037	AB	SUPPORT SERVICES	010096		0	2021	8	INV P	550.00	051421	282623 MB#2020-957 04-1-30
ACCOUNT TOTAL									550.00		
ORG 009660 TOTAL									9,476.11		
009672					W&S	O&M-WATER	TRANSMISSION DIV				
009672	525000					GAS AND OIL					
001002	CITY OF HATTIESBURG	4/21	FUEL09		0	2021	8	INV P	3,374.02	051421	282672 4/21 FUEL USAGE FUN
ACCOUNT TOTAL									3,374.02		
009672	525700					DIESEL FUEL					
001002	CITY OF HATTIESBURG	4/21	FUEL09		0	2021	8	INV P	56.93	051421	282672 4/21 FUEL USAGE FUN
ACCOUNT TOTAL									56.93		
009672	535500					WEARING APPAREL					
002729	ELKINS	WHOLESALE INC	449645-00		221267	2021	8	INV P	190.40	051421	282694 KNEE HIGH STEEL TOE
002729	ELKINS	WHOLESALE INC	449645-01		221267	2021	8	INV P	47.60	051421	282694 KNEE HIGH STEEL TOE
									238.00		
ACCOUNT TOTAL									238.00		
009672	545000					HAND TOOLS					
003543	MCELHANEY	PLUMBING I	286717*		220106	2021	8	INV P	59.85	051421	282756 1/2" RACHETS FOR WA
ACCOUNT TOTAL									59.85		
009672	561000					PLUMBING SUPPLIES					
002442	CENTRAL	PIPE SUPPLY	S100247211-001		220882	2021	8	INV P	7,432.80	051421	282664 BADGER METERS FOR W
002442	CENTRAL	PIPE SUPPLY	S100254845-001		221788	2021	8	INV P	3,709.32	051421	282664 PLUMBING SUPPLIES/
									11,142.12		
002559	CORE & MAIN	(HD SUPP	N88499		221089	2021	8	INV P	1,407.56	051421	282683 WAREHOUSE STOCK FOR
002559	CORE & MAIN	(HD SUPP	N934558		221089	2021	8	INV P	659.52	051421	282683 WAREHOUSE STOCK FOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002559	CORE & MAIN (HD SUPP	0001212	221377	2021	8	INV	P		2,370.73	051421	282683 WAREHOUSE STOCK FOR
									4,437.81		
				ACCOUNT TOTAL					15,579.93		
009672	570000			MTR VEHICLE REP. PTS/SPL							
002413	CARQUEST AUTO PARTS	14758-158165	221893	2021	8	INV	P		22.20	051421	282660 REPAIR PARTS FOR #
004299	SOUTHERN TIRE MART L	2520053495	220247	2021	8	INV	P		397.06	051421	282821 TIRE FOR UNIT # 185
				ACCOUNT TOTAL					419.26		
009672	604900			OTHER PROFESSIONAL SERV.							
003140	HUB CITY CONSTRUCTIO	2183	221791	2021	8	INV	P		3,726.00	051421	282730 DRIVEWAY & SIDEWALK
				ACCOUNT TOTAL					3,726.00		
009672	638400			MOTOR VEHICLE EQ. R&M							
004299	SOUTHERN TIRE MART L	2520053495	220247	2021	8	INV	P		120.00	051421	282821 TIRE FOR UNIT # 185
004514	UNIVERSITY TIRE & SE	INV173145	221703	2021	7	INV	P		60.00	051421	282842 TIRES FOR UNIT # 21
				ACCOUNT TOTAL					180.00		
009672	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4083065574	0	2021	8	INV	P		189.78	051421	282670 SC#8200044758 -- UN
				ACCOUNT TOTAL					189.78		
				ORG 009672 TOTAL					23,823.77		
009673				W&S O&M-WATER PLANT DIVISION							
009673	501000			OTHER EXPENDABLE OFF.SPL							
003809	OFFICE DEPOT INC	2480009121	220129	2021	8	INV	P		9.09	051421	282775 DESKPADS AND CLIPBO
				ACCOUNT TOTAL					9.09		
009673	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	4/21 FUEL09	0	2021	8	INV	P		573.08	051421	282672 4/21 FUEL USAGE FUN
				ACCOUNT TOTAL					573.08		
009673	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	4/21 FUEL09	0	2021	8	INV	P		30.16	051421	282672 4/21 FUEL USAGE FUN
				ACCOUNT TOTAL					30.16		
009673	546000			MINOR EQUIPMENT							
003037	HATTIESBURG PAINT &	W0232128	221116	2021	8	INV	P		39.92	051421	282725 STENCILS & PAINT FO
				ACCOUNT TOTAL					39.92		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009673	559000			OTHER OPERATING MATL/SPLY					
002274	BLOSSMAN GAS INC	16977820	221786	2021	8	INV P	152.00	051421	282651 FORKLIFT PROPANE CY
002448	CHAMPION FLAGS	0501390-IN	221668	2021	7	INV P	181.99	051421	282667 AMERICAN FLAG FOR W
004316	SPEEDY PRINTING & SI	28962	221883	2021	8	INV P	60.00	051421	282823 LETTERING FOR UNIT
ACCOUNT TOTAL							393.99		
009673	570000			MTR VEHICLE REP. PTS/SPL					
002413	CARQUEST AUTO PARTS	14758-158063	221800	2021	8	INV P	236.15	051421	282660 REPAIR PARTS FOR #
004299	SOUTHERN TIRE MART L	2520061014	221739	2021	7	INV P	173.00	051421	282821 TIRE FOR UNIT # 213
004514	UNIVERSITY TIRE & SE	INV173145	221703	2021	7	INV P	454.68	051421	282842 TIRES FOR UNIT # 21
004514	UNIVERSITY TIRE & SE	INV173422	221863	2021	8	INV P	274.74	051421	282842 TIRES FOR UNIT # 20
							729.42		
ACCOUNT TOTAL							1,138.57		
009673	612000			FREIGHT					
002448	CHAMPION FLAGS	0501390-IN	221668	2021	7	INV P	6.99	051421	282667 AMERICAN FLAG FOR W
003843	PARISH TRACTOR (HATT	02-163369	221742	2021	7	INV P	20.00	051421	282778 REPAIRS ASSET # 214
ACCOUNT TOTAL							26.99		
009673	630000			GAS					
004321	SPIRE ENERGY	G2021-11 MAY	0	2021	8	INV P	20.00	051421	282824 GAS VARIOUS LOCATIO
ACCOUNT TOTAL							20.00		
009673	630500			ELECTRICITY					
003873	PEARL RIVER VALLEY E	E2021-11 MAY	0	2021	8	INV P	5,140.11	051421	282781 PRVE VARIOUS LOCATI
003873	PEARL RIVER VALLEY E	E2021-5/7	0	2021	8	INV P	131.57	051421	282781 PRVE VARIOUS LOCATI
							5,271.68		
ACCOUNT TOTAL							5,271.68		
009673	638200			MINOR EQUIPMENT R&M					
003843	PARISH TRACTOR (HATT	02-163369	221742	2021	7	INV P	1,317.01	051421	282778 REPAIRS ASSET # 214
ACCOUNT TOTAL							1,317.01		
009673	638400			MOTOR VEHICLE EQ. R&M					
004299	SOUTHERN TIRE MART L	2520061014	221739	2021	7	INV P	23.00	051421	282821 TIRE FOR UNIT # 213
004514	UNIVERSITY TIRE & SE	INV173145	221703	2021	7	INV P	8.00	051421	282842 TIRES FOR UNIT # 21
004514	UNIVERSITY TIRE & SE	INV173422	221863	2021	8	INV P	34.00	051421	282842 TIRES FOR UNIT # 20

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
											42.00		
ACCOUNT TOTAL											65.00		
009673	639400			DISINFECT./EXTERMINATION									
003040	HAVARD	PEST CONTROL	L2021-4/21	PEST	0	2021	7	INV	P	98.00	051421	282726	QUATERLY PEST CONTR
ACCOUNT TOTAL											98.00		
009673	643000			UNIFORM RENT									
002471	CINTAS	CORPORATION #	4083756298		0	2021	8	INV	P	189.78	051421	282671	SC#8200044758-- UNI
ACCOUNT TOTAL											189.78		
009673	643500			MOP-MAT-RAG RENT									
002471	CINTAS	CORPORATION #	4083065244		0	2021	8	INV	P	22.11	051421	282670	SC#8200044758--MOPS
002471	CINTAS	CORPORATION #	4083755859		0	2021	8	INV	P	22.11	051421	282671	SC#8200044758--MOPS
											44.22		
ACCOUNT TOTAL											44.22		
009673	687000			CUSTODIAL SERVICE									
002136	ANOINTED HANDS SERVI	6925			0	2021	8	INV	P	488.00	051421	282633	MAY 2021 JANITORIAL
ACCOUNT TOTAL											488.00		
ORG 009673 TOTAL											9,705.49		
009676			W&S O&M-SEWER DIVISION										
009676	513000			CHEMICALS									
002094	ALLIED UNIVERSAL COR	I1698165			221559	2021	8	INV	P	2,790.00	051421	282630	CHLORINE & SULFUR D
002443	CERTIFIED LABORATORI	7349681			221665	2021	8	INV	P	10,301.10	051421	282665	CHERRY FLO & E-100
ACCOUNT TOTAL											13,091.10		
009676	525000			GAS AND OIL									
001002	CITY OF HATTIESBURG	4/21	FUEL09		0	2021	8	INV	P	541.70	051421	282672	4/21 FUEL USAGE FUN
ACCOUNT TOTAL											541.70		
009676	525700			DIESEL FUEL									
001002	CITY OF HATTIESBURG	4/21	FUEL09		0	2021	8	INV	P	482.21	051421	282672	4/21 FUEL USAGE FUN
ACCOUNT TOTAL											482.21		
009676	559000			OTHER OPERATING MATL/SPLY									
004120	SANSOM EQUIPMENT CO	P01380			221578	2021	8	INV	P	1,288.09	051421	282808	500' JETTER LINE --
ACCOUNT TOTAL											1,288.09		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009676	570000										
						MTR VEHICLE	REP.	PTS/SPL			
002413	CARQUEST AUTO PARTS	14758-158165	221893	2021	8	INV	P		96.46	051421	282660 REPAIR PARTS FOR #
002413	CARQUEST AUTO PARTS	14758-158226	221909	2021	8	INV	P		69.20	051421	282660 REPAIR PARTS FOR #
									165.66		
003034	HATTIESBURG HYDRAULI	87676	220094	2021	8	INV	P		120.68	051421	282724 REPAIR PARTS FOR JE
004299	SOUTHERN TIRE MART L	2520053495	220247	2021	8	INV	P		39.37	051421	282821 TIRE FOR UNIT # 185
						ACCOUNT TOTAL			325.71		
009676	612000										
						FREIGHT					
003034	HATTIESBURG HYDRAULI	87676	220094	2021	8	INV	P		8.00	051421	282724 REPAIR PARTS FOR JE
004120	SANSOM EQUIPMENT CO	P01380	221578	2021	8	INV	P		174.46	051421	282808 500' JETTER LINE --
						ACCOUNT TOTAL			182.46		
009676	630500										
						ELECTRICITY					
004282	SOUTHERN PINE ELECTR	E2021-5/11	0	2021	8	INV	P		251.44	051421	282820 SOPE VARIOUS LOCATI
004282	SOUTHERN PINE ELECTR	E2021-5/11*	0	2021	8	INV	P		1,295.06	051421	282820 SOPE VARIOUS DEPTS
									1,546.50		
						ACCOUNT TOTAL			1,546.50		
009676	636000										
						STREETS & STRUCTURES R&M					
004058	RJM MCQUEEN CONTRACT	2414	0	2021	7	INV	P		55,493.52	051421	282805 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2423	0	2021	8	INV	P		11,007.00	051421	282805 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2425	0	2021	8	INV	P		12,923.60	051421	282805 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2427	0	2021	8	INV	P		11,175.50	051421	282805 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2431	0	2021	8	INV	P		2,837.92	051421	282805 MB2020-179:SEWER-CJ
004058	RJM MCQUEEN CONTRACT	2432	0	2021	8	INV	P		11,463.30	051421	282805 MB2020-179:SEWER RE
									104,900.84		
						ACCOUNT TOTAL			104,900.84		
009676	638200										
						MINOR EQUIPMENT R&M					
002083	ALLBRITTON CHAIN SAW	10556	221926	2021	8	INV	P		28.99	051421	282629 REPAIRS ASSET # 202
003987	PUCKETT RENTS	821475	221584	2021	7	INV	P		294.29	051421	282797 REPAIRS FOR WACKER
						ACCOUNT TOTAL			323.28		
009676	638600										
						CONSTRUCTION EQUIP R&M					
003843	PARISH TRACTOR (HATT 02-164540		221826	2021	8	INV	P		292.62	051421	282778 REPAIRS ASSET # 225
						ACCOUNT TOTAL			292.62		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009676	639800										
003253	JOHNNY'S WRECKER SER	41498	0			TOW IN CHARGES	2021	8	INV	P	350.00 051421 282738 TOW IN UNIT # 18897
ACCOUNT TOTAL									350.00		
ORG 009676 TOTAL									123,324.51		
009677	513000										
002094	ALLIED UNIVERSAL COR	I1698165	221559			W&S O&M-SEWER LAGOON DIV. CHEMICALS	2021	8	INV	P	2,348.60 051421 282630 CHLORINE & SULFUR D
ACCOUNT TOTAL									2,348.60		
009677	525000										
001002	CITY OF HATTIESBURG	4/21 FUEL09	0			GAS AND OIL	2021	8	INV	P	312.11 051421 282672 4/21 FUEL USAGE FUN
ACCOUNT TOTAL									312.11		
009677	525700										
001002	CITY OF HATTIESBURG	4/21 FUEL09	0			DIESEL FUEL	2021	8	INV	P	195.27 051421 282672 4/21 FUEL USAGE FUN
ACCOUNT TOTAL									195.27		
009677	570000										
002413	CARQUEST AUTO PARTS	14758-158234	221839			MTR VEHICLE REP. PTS/SPL	2021	8	INV	P	891.98 051421 282660 REPAIR PARTS FOR #
004514	UNIVERSITY TIRE & SE	INV173571	221816				2021	8	INV	P	119.47 051421 282842 TIRE FOR UNIT # 211
004514	UNIVERSITY TIRE & SE	INV173572	221818				2021	8	INV	P	274.74 051421 282842 TIRES FOR UNIT # 20
									394.21		
ACCOUNT TOTAL									1,286.19		
009677	630500										
003873	PEARL RIVER VALLEY E	E2021-11 MAY	0			ELECTRICITY	2021	8	INV	P	2,743.20 051421 282781 PRVE VARIOUS LOCATI
003873	PEARL RIVER VALLEY E	E2021-5/7	0				2021	8	INV	P	1,061.51 051421 282781 PRVE VARIOUS LOCATI
									3,804.71		
ACCOUNT TOTAL									3,804.71		
009677	638000										
003348	L & A CONTRACTING CO	483-187	0			FIXED EQUIPMENT R&M	2021	8	INV	P	43,303.68 051421 282744 MB2016-64: LAGOONS
ACCOUNT TOTAL									43,303.68		
009677	638400										
004514	UNIVERSITY TIRE & SE	INV173572	221818			MOTOR VEHICLE EQ. R&M	2021	8	INV	P	123.95 051421 282842 TIRES FOR UNIT # 20
ACCOUNT TOTAL									123.95		
ORG 009677 TOTAL									51,374.51		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
FUND 009	WATER & SEWER OPERATION/MAINT.		TOTAL:					217,704.39	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION		
011000		WATER & SEWER BALANCE SHEET											
011000		METER SECURITY DEPOSITS											
047495	VICTOR BOOTH JR	050621	77816	0	2021	8	INV P	20.96	051421	282846	MTR DEP REF	77816	
047496	HUB SOUTH DEV LLC	050621	40300	0	2021	8	INV P	54.96	051421	282732	MTR DEP REF	40300	
047497	ELLEN SUNDBERG	050621	50326	0	2021	8	INV P	40.00	051421	282695	MTR DEP REF	50326	
047498	ANTWANN WILSON	050621	56744	0	2021	8	INV P	20.96	051421	282634	MTR DEP REF	56744	
047499	RACHEL HORTMAN	050621	63557	0	2021	8	INV P	75.00	051421	282798	MTR DEP REF	63557	
047500	JACLYN L ALLEN	050621	65127	0	2021	8	INV P	14.96	051421	282736	MTR DEP REF	65127	
047501	REBECCA RATLIFF	050621	61349	0	2021	8	INV P	20.96	051421	282800	MTR DEP REF	61349	
047502	CODY CORNWELL	050621	61475	0	2021	8	INV P	14.96	051421	282676	MTR DEP REF	61475	
047503	AUSTIN DAVIS	050621	79335	0	2021	8	INV P	75.00	051421	282643	MTR DEP REF	79335	
047504	MICHAEL VANDERLOO	050621	76960	0	2021	8	INV P	75.00	051421	282759	MTR DEP REF	76960	
047505	GROVER CRUISE	050621	70840	0	2021	8	INV P	14.96	051421	282718	MTR DEP REF	70840	
047506	GEORGE BLAIR	050621	70239	0	2021	8	INV P	20.96	051421	282710	MTR DEP REF	70239	
047507	FGH	050621	75155	0	2021	8	INV P	30.36	051421	282702	MTR DEP REF	75155	
047508	JOSEPH INGRAM	050621	81630	0	2021	8	INV P	75.00	051421	282739	MTR DEP REF	81630	
047509	APRIL DESPER	050621	81460	0	2021	8	INV P	13.36	051421	282635	MTR DEP REF	81460	
047511	HALLMAN PROPERTY	050621	82735	0	2021	8	INV P	20.96	051421	282722	MTR DEP REF	82735	
047512	SOUTHERN HEARING LLC	050621	83221	0	2021	8	INV P	36.66	051421	282818	MTR DEP REF	83221	
047513	TREY TRONEY	050621	82676	0	2021	8	INV P	20.96	051421	282832	MTR DEP REF	82676	
047514	KRISTINE HATCHER	050621	80797	0	2021	8	INV P	20.96	051421	282742	METER DEP REF	80797	
047515	RUBY BUNKHELIA	050621	83568	0	2021	8	INV P	20.96	051421	282806	MTR DEP REF	83568	
ACCOUNT TOTAL								687.90					
ORG 011000					TOTAL			687.90					
FUND 011 WATER & SEWER FUND					TOTAL:			687.90					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
039551				AIRPORT IMPR.-AIRPORT DIV							
039551 729502				AIRPORT IMP-FAA							
002843 FORD ENGINEERING SER 210205E				0	2021	8	INV P	61,288.00	051421	282704 MB	2021-31 AIRPORT
ACCOUNT TOTAL								61,288.00			
ORG 039551 TOTAL								61,288.00			
FUND 039 AIRPORT IMPROVEMENT FUND								TOTAL:	61,288.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201											
072201	601500										
		004197	SHOWS	DEARMAN & WAIT	22002	0	2021	8 INV P	4,287.50	051421	282812 MB 2012-1/34 4 WAY
		004197	SHOWS	DEARMAN & WAIT	22005	0	2021	8 INV P	350.00	051421	282812 MB 2013-219 S. 28TH
		004197	SHOWS	DEARMAN & WAIT	22018	0	2021	8 INV P	920.00	051421	282812 MB 2012-1/34 FEMA C
		004197	SHOWS	DEARMAN & WAIT	22022	0	2021	8 INV P	7,927.50	051421	282812 MB 2020-283 CAMPBEL
		004197	SHOWS	DEARMAN & WAIT	22023	0	2021	8 INV P	1,610.00	051421	282812 MB 2012-1/34 NON-NB
									15,095.00		
									ACCOUNT TOTAL	15,095.00	
072201	601501										
		004197	SHOWS	DEARMAN & WAIT	21831	0	2021	8 INV P	1,821.33	051421	282812 MB 2020-157 LINCOLN
		004197	SHOWS	DEARMAN & WAIT	21929	0	2021	8 INV P	8,598.82	051421	282812 MB 2020-157 LINCOLN
		004197	SHOWS	DEARMAN & WAIT	21991	0	2021	8 INV P	27,782.65	051421	282812 MB 2020-157 LINCOLN
									38,202.80		
									ACCOUNT TOTAL	38,202.80	
072201	636000										
		047221	WARREN & WARREN	AS	2070	221543	2021	7 INV P	25,630.00	051421	282850 TWO-QUOTE PAVING SH
		047221	WARREN & WARREN	AS	2071	221544	2021	7 INV P	8,100.00	051421	282850 TWO-QUOTE PAVE ALLE
									33,730.00		
									ACCOUNT TOTAL	33,730.00	
072201	721002										
		047492	COLOM CONSTRUCTION	28TH AVE #2 & FINAL	0		2021	8 INV P	38,010.67	051421	282678 MB 2018-262 28TH AV
									ACCOUNT TOTAL	38,010.67	
072201	723014										
		004197	SHOWS	DEARMAN & WAIT	21998	0	2021	8 INV P	10,720.00	051421	282813 MB 2020-113 LAMAR B
									ACCOUNT TOTAL	10,720.00	
072201	723025										
		004197	SHOWS	DEARMAN & WAIT	22040	0	2021	8 INV P	1,145.00	051421	282812 MB 2013-1/48 COUNTR
									ACCOUNT TOTAL	1,145.00	
072201	723043										
		004197	SHOWS	DEARMAN & WAIT	22029	0	2021	8 INV P	2,665.00	051421	282812 MB 2018-41 MLK FROM
									ACCOUNT TOTAL	2,665.00	
072201	723099										
		004058	RJM MCQUEEN	CONTRACT	2420	221511	2021	8 INV P	2,500.00	051421	282805 VARIOUS STREET IMPR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL						2,500.00			
ORG 072201 TOTAL						142,068.47			
FUND 072 MUNICIPAL ROAD & BRIDGE						TOTAL: 142,068.47			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
073570	MASS TRANSIT-TRANSPORTATION										
073570	525000	GAS AND OIL									
001002	CITY OF HATTIESBURG	4/21 FUEL73	0	2021	8	INV P	618.59	051421	282672	4/21 FUEL USAGE FUN	
ACCOUNT TOTAL							618.59				
073570	525700	DIESEL FUEL									
001002	CITY OF HATTIESBURG	4/21 FUEL73	0	2021	8	INV P	7,736.97	051421	282672	4/21 FUEL USAGE FUN	
ACCOUNT TOTAL							7,736.97				
073570	571001	REPAIR PARTS - FIXED ROUTE									
002413	CARQUEST AUTO PARTS	14758-153644	220410	2021	8	INV P	842.58	051421	282660	HUB CITY TRANSIT-BU	
ACCOUNT TOTAL							842.58				
073570	571002	REPAIR PARTS - PARATRANSIT									
002413	CARQUEST AUTO PARTS	14758-153644	220410	2021	8	INV P	28.25	051421	282660	HUB CITY TRANSIT-BU	
ACCOUNT TOTAL							28.25				
073570	599000	OTHER REPAIR/MAINT. SPL.									
002413	CARQUEST AUTO PARTS	14758-153644	220410	2021	8	INV P	663.08	051421	282660	HUB CITY TRANSIT-BU	
ACCOUNT TOTAL							663.08				
073570	639400	DISINFECT./EXTERMINATION									
003040	HAVARD PEST CONTROL	L2021-4/21 PEST	0	2021	7	INV P	48.00	051421	282726	QUATERLY PEST CONTR	
ACCOUNT TOTAL							48.00				
073570	643000	UNIFORM RENT									
002471	CINTAS CORPORATION # 4081796755		0	2021	7	INV P	186.73	051421	282669	HCT UNIFORM RENTAL	
002471	CINTAS CORPORATION # 4082437741		0	2021	7	INV P	154.73	051421	282669	HCT-UNIFORM RENTAL	
							341.46				
004543	VERIZON WIRELESS	9877294206	0	2021	7	INV P	142.55	051421	282845	HCT-GPS PARATRANSIT	
ACCOUNT TOTAL							484.01				
073570	686800	JARC-OPERATIONS									
002956	GROVE TRANSIT	JARC4/11/21-4/24/21	0	2021	8	INV P	3,335.00	051421	282717	JARC4/11-24/21(HCT)	
ACCOUNT TOTAL							3,335.00				
073570	687000	CUSTODIAL SERVICE									
002037	AB SUPPORT SERVICES	010096	0	2021	8	INV P	300.00	051421	282623	MB#2020-957 04-1-30	
ACCOUNT TOTAL							300.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8		PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE						
		ORG 073570	TOTAL		14,056.48		
FUND 073	MASS TRANSIT FUND		TOTAL:		14,056.48		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
075695		W&S CONSTR.-CAPITAL PROJECTS								
075695 601500		ENGINEERING								
004197	SHOWS DEARMAN & WAIT	21992	0	2021	8	INV P	787.50	051421	282812	MB 2012-1/34 EPA RE
004197	SHOWS DEARMAN & WAIT	21993	0	2021	8	INV P	8,200.00	051421	282812	MB 2018-288 INFRAST
004197	SHOWS DEARMAN & WAIT	21995	0	2021	8	INV P	5,487.00	051421	282813	MB 2020-258 UPDATE
004197	SHOWS DEARMAN & WAIT	21996	0	2021	8	INV P	21,951.00	051421	282813	MB 2021-45 HALL AVE
004197	SHOWS DEARMAN & WAIT	22001	0	2021	8	INV P	875.00	051421	282812	MB 2012-1/34 BURKET
004197	SHOWS DEARMAN & WAIT	22035	0	2021	8	INV P	2,642.50	051421	282812	MB 2012-1/34 OAK GR
004197	SHOWS DEARMAN & WAIT	22044	0	2021	8	INV P	3,565.00	051421	282812	MB 2012-1/34 GENERA
							43,508.00			
ACCOUNT TOTAL							43,508.00			
075695 601501		ENGINEERING-I&I STUDY								
004197	SHOWS DEARMAN & WAIT	22017	0	2021	8	INV P	24,502.50	051421	282812	MB 2019-41 I & I ST
ACCOUNT TOTAL							24,502.50			
075695 604900		OTHER PROFESSIONAL SERV.								
004280	SOUTHERN MS PLANNING	12291	0	2021	8	INV P	194.44	051421	282819	MB 2017-164 LAMAR B
ACCOUNT TOTAL							194.44			
075695 722002		LONGLEAF HEIGHTS NORTH								
004197	SHOWS DEARMAN & WAIT	21994	0	2021	8	INV P	10,767.50	051421	282813	MB 2019-237 LONGLEA
ACCOUNT TOTAL							10,767.50			
ORG 075695 TOTAL							78,972.44			
FUND 075 WATER&SEWER CONSTRUCTION FUND							TOTAL:	78,972.44		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL					
077650	501000			OTHER EXPENDABLE OFF.SPL					
003809	OFFICE DEPOT INC	2470794725	220492	2021	8	INV P	39.30	051421	282775 OFFICE SUPPLIES FOR
				ACCOUNT TOTAL			39.30		
077650	510000			CLEANING/JANITORIAL SPLY					
002729	ELKINS WHOLESALE INC	451460 00 00	221498	2021	8	INV P	742.93	051421	282694 P&R JANITORIAL SUPP
				ACCOUNT TOTAL			742.93		
077650	525000			GAS AND OIL					
001002	CITY OF HATTIESBURG	4/21 FUEL77	0	2021	8	INV P	162.56	051421	282672 4/21 FUEL USAGE FUN
				ACCOUNT TOTAL			162.56		
077650	560500			ELECTRICAL SUPPLIES					
003916	PINE BELT INDUSTRIAL	4189448-0001-04	221762	2021	7	INV P	32.72	051421	282785 P& R COMMUNITY CENT
				ACCOUNT TOTAL			32.72		
077650	600100			PROF SERVICES - COVID 19					
002961	GULF SOUTH PRODUCTIO	2048	0	2021	8	INV P	3,000.00	051421	282719 AV PKG - CITY COUNC
				ACCOUNT TOTAL			3,000.00		
077650	630000			GAS					
004321	SPIRE ENERGY	G2021-11 MAY	0	2021	8	INV P	730.12	051421	282824 GAS VARIOUS LOCATIO
				ACCOUNT TOTAL			730.12		
077650	637000			HOUSEHOLD EQUIPMENT R&M					
002567	COURTNEY'S RESTAURAN	13981	0	2021	8	INV P	808.09	051421	282686 ICE MACHINE MAINTEN
002567	COURTNEY'S RESTAURAN	13982	0	2021	8	INV P	307.82	051421	282686 MAINTENANCE OF ICE
							1,115.91		
				ACCOUNT TOTAL			1,115.91		
077650	639400			DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	L2021-4/21 PEST	0	2021	7	INV P	307.00	051421	282726 QUATERLY PEST CONTR
				ACCOUNT TOTAL			307.00		
077650	643000			UNIFORM RENT					
002471	CINTAS CORPORATION #	4080478572	0	2021	7	INV P	121.60	051421	282670 UNIFORM RENTAL CTR
002471	CINTAS CORPORATION #	4081123060	0	2021	7	INV P	121.60	051421	282670 UNIFORM RENT CNTR S
002471	CINTAS CORPORATION #	4081797602	0	2021	7	INV P	121.60	051421	282670 UNIFORM RENTAL CTRS
002471	CINTAS CORPORATION #	4082438480	0	2021	7	INV P	121.60	051421	282670 UNIFORM RENTAL CTRS
							486.40		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL	486.40	
							ORG 077650 TOTAL	6,616.94	
FUND 077 COMMUNITY CENTERS' FUND					TOTAL:		6,616.94		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
082285 CDBG-ENTITLEMENTS													
082285 507000 BOOKS													
004017	REGIONS	CARDHOLDER S	1346 - 04-30-2021	0	2021	8	INV	P	301.95	051421	282801	1346 - 04-30-2021	R
ACCOUNT TOTAL									301.95				
082285 525000 GAS AND OIL													
001002	CITY OF HATTIESBURG	4/21 FUEL82	0	2021	8	INV	P	141.64	051421	282672	4/21 FUEL USAGE FUN		
ACCOUNT TOTAL									141.64				
082285 559000 OTHER OPERATING MATL/SPLY													
003457	LOWE'S OF HATTIESBUR	967195-GRSKVG	221407	2021	8	INV	P	8.06	051421	282750	GFCI OUTLET TESTER		
ACCOUNT TOTAL									8.06				
082285 570000 MTR VEHICLE REP. PTS/SPL													
002166	AUTO ARMATURE SERVIC	24719	221859	2021	8	INV	P	145.95	051421	282644	BATTERY, UNIT 13262		
ACCOUNT TOTAL									145.95				
082285 641000 OFFICE EQUIPMENT RENT													
004057	RJ YOUNG COMPANY	INV4193192	0	2021	8	INV	P	187.00	051421	282804	COPIER FEES 3/28/21		
004057	RJ YOUNG COMPANY	INV4193192_	0	2021	8	INV	P	187.00	051421	282804	COPIER FEE, 3/28-4/		
									374.00				
ACCOUNT TOTAL									374.00				
ORG 082285 TOTAL									971.60				
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT									TOTAL:	971.60			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
				SPEC SALES TAX/RECREATION MAIN							
086300	729504			SULLIVAN PARK SPLASH PA							
047471	SAMMY GRAHAM LLC	042221		221746	2021	8	INV P	1,400.00	051421	282807	SULLIVAN PARK SPLAS
ACCOUNT TOTAL								1,400.00			
				DUNCAN LAKE TRAIL EXTE							
086300	729542			2021 8 INV P							
004058	RJM MCQUEEN CONTRACT	DUNCAN LAKE ALT #3	0					5,665.78	051421	282805	MB 2020-120 DUNCAN
ACCOUNT TOTAL								5,665.78			
				ORG 086300	TOTAL			7,065.78			
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV				TOTAL:				7,065.78			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
087601				INDUSTRIAL		PK-G.O.ACQUISITIONS							
087601 602001				AREA DEV.		PARTNERSHIP							
002143 AREA DEVELOPMENT PAR 5/10/21				0	2021	8	INV	P	117,500.00	051421	282636	ADMIN FEES APRIL -	
ACCOUNT TOTAL								117,500.00					
ORG 087601 TOTAL								117,500.00					
FUND 087 INDUSTRIAL PARK DEVELOPMENT								TOTAL:		117,500.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
088603			PUBLIC SAFETY/REC CONSTRUCTION						
088603 710022			POLICE DEPARTMENT						
004197 SHOWS DEARMAN & WAIT 22000			0	2021	8 INV P	2,327.50	051421	282812	MB 2012-1/34 SITE P
ACCOUNT TOTAL						2,327.50			
ORG 088603 TOTAL						2,327.50			
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION						TOTAL:	2,327.50		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
095635				2019 FIRE STATION CONSTRUCTION							
095635 715009				FIRE STATION 9							
002049	ADAMS NURSERY	330803	221681	2021	8	INV	P	466.00	051421	282624	FIRE ST. NO. 9 LAND
002507	COLEMAN NURSERY	0010220	221675	2021	8	INV	P	1,796.00	051421	282677	FIRE ST. NO. 9 LAND
002996	HANCO CORP	FS #9 EST #15	0	2021	8	INV	P	188,026.80	051421	282723	MB 2020-32 FIRE STA
003385	LANDRY LEWIS GERMANY CN	18-3707-021	0	2021	8	INV	P	2,250.00	051421	282747	MB 2018-276 FIRESTA
003385	LANDRY LEWIS GERMANY CN	18-3707-022	0	2021	8	INV	P	2,445.60	051421	282747	MB 2018-276 FIRE ST
								4,695.60			
ACCOUNT TOTAL								194,984.40			
ORG 095635 TOTAL								194,984.40			
FUND 095 GENERAL		FUND-G/G INS.OTH SER			TOTAL:			194,984.40			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/7 TO 2021/8												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
097201						INFRA IMPROVE-INTRNT SALES TAX						
097201 721002						CAMPBELL LOOP BRIDGE						
047493 HOLLIDAY CONSTRUCTIO CAMPBELL LP #1						0	2021 8		INV P	150,874.25	051421	282729 MB PENDING CAMPBELL
						ACCOUNT TOTAL				150,874.25		
						ORG 097201		TOTAL		150,874.25		
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:										150,874.25		

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City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

**** END OF REPORT - Generated by Theresa McCombs ****